COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

CYNTHIA A. HARDING, M.P.H.
Chief Deputy Director

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 December 3, 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

BOARD OF SUPERVISORS
Gloria Molina
First District
Mark Ridley-Thomas
Second District
Zev Yaroslavsky
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Fourth District
Michael D. Antonovich
Fifth District

December 03, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO AMEND ONE STD INFERTILITY PREVENTION SERVICES CONTRACT AND 28 HIV TESTING SERVICES CONTRACTS TO EXTEND THE TERM EFFECTIVE JANUARY 1, 2014 THROUGH DECEMBER 31, 2015; AND AMEND ONE HIV ROUTINE AND TARGETED TESTING SERVICES CONTRACT EFFECTIVE JANUARY 1, 2014 AND EXTEND THE TERM EFFECTIVE SEPTEMBER 30, 2014 THROUGH DECEMBER 31, 2015**
**(ALL SUPERVISIORIAL DISTRICTS)**
**(3 VOTES)**

## SUBJECT

Request approval to amend one STD infertility and prevention services contract and 28 HIV testing services contracts for routine testing, storefront, mobile testing, multiple morbidity and social network to modify the pay-for-performance reimbursement measures and extend the term of the contracts through December 31, 2015; and amend one HIV routine and targeted testing services contract to revise the scope of work, change the payment methodology, and extend the term of the contract through December 31, 2015.

## IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute a contract amendment with California Family Health Council, Inc. (CFHC), Contract Number PH-000749, for the provision of STD Infertility Prevention Project (IPP) services, to extend the contract term for two additional 12-month periods effective January 1, 2014 through December 31, 2015 at an annual maximum obligation of $820,000; 100 percent offset by Centers for Disease Control and Prevention (CDC) funds, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

2. Authorize and instruct the Director of DPH, or his designee, to execute contract amendments,

substantially similar to Exhibit I, with the 28 providers identified in Attachment A, for the provision of HIV Testing Services (HTS), to modify the pay-for-performance (PFP) reimbursement measures and extend the contract term for two additional 12-month periods effective January 1, 2014 through December 31, 2015, at a total maximum obligation of $13,367,618; 100 percent offset by CDC funds.

3. Authorize and instruct the Director of DPH, or his designee, to execute a contract amendment, substantially similar to Exhibit II, with T.H.E. Clinic, Inc. (T.H.E.), Contract Number PH-001577, to: a) include, effective January 1, 2014, new program requirements with the addition of performance measures for storefront testing including: number of tests performed, HIV positivity rates, number of Partner Services referrals, and linkage to care rates, associated with the delivery of Storefront Testing services and a corresponding revised payment methodology; and b) extend the contract term effective September 30, 2014 through December 31, 2014 at a maximum obligation of $25,000, and effective January 1, 2015 through December 31, 2015 at a maximum obligation of $100,000; 100 percent offset by CDC funds.

4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the 30 contracts that extend the term through December 31, 2016; adjust the term through June 30, 2017; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.

5. Delegate authority to the Director of DPH, or his designee, to execute change notices to the 30 contracts that authorize modifications to or within schedule budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow CFHC to continue to provide IPP-related services and STD prevention and control services within the Second Supervisorial District, including targeted community-based social marketing and outreach; community engagement; and expanded and enhanced case finding and treatment, including the implementation of a community-based public health investigation model utilizing a Community Embedded Disease Intervention Specialist.

Approval of Recommendation 2 will allow DPH to execute amendments to continue providing integrated HIV and STD testing services to communities at high risk of disease. Continuation of these services will ensure that those testing positive for HIV or other STDs can be linked into care and treatment. Recommendation 2 will also allow DPH to modify one of the four PFP reimbursement measures. The PFP measure for linking clients to medical care, for which providers can receive up to 15 percent of their total eligible PFP funding allocation, will be modified to a three-tier reimbursement based on benchmarks. The three-tier reimbursement will be as follows: 1) Tier 1: Providers that link at least 85 percent of their HIV positive clients to medical care will be eligible to receive the full 15 percent of the PFP allocation tied to this measure; 2) Tier 2: Providers that meet 75 percent of the linkage to care performance measure will be eligible to receive 12 percent of the PFP allocation tied to this measure; and 3) Tier 3: Providers that meet 70 percent of the linkage to care performance measure will be eligible to receive ten percent of the PFP allocation tied to this measure. Providers that fall below 70 percent of the linkage to care measure will not be eligible to access reimbursement from the PFP budget for this measure.

Approval of Recommendation 3 will allow DPH to extend the term of the T.H.E. contract, realign the scope of work, realign storefront testing component as a stand-alone component with a new payment methodology, improve data collection and sharing procedures, and align the contract with the same PFP reimbursement structure as all other storefront HTS contracts. The PFP reimbursement structure will allow T.H.E. to receive additional reimbursement when specific performance measures are reached. This modified structure, for existing HTS storefront contracts was approved by your Board on June 21, 2011. The routine clinical HTS currently provided under the T.H.E. contract will continue under a cost reimbursement model.

Approval of Recommendation 4 will allow DPH to execute amendments to extend and/or adjust the term of the contracts; rollover unspent funds; and/or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend contracts to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 4 will also enable DPH to amend the contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 5 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

**Implementation of Strategic Plan Goals**

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

## FISCAL IMPACT/FINANCING

The total program cost for the amendment in Recommendation 1 for the period January 1, 2014 through December 31, 2015 is $1,640,000, consisting of $520,000 in CDC Comprehensive HIV Prevention Project (CHPP) funds and $1,120,000 in forthcoming CDC STD Assessment, Assurance, Policy Development and Prevention Strategies (STD AAPPS) funds.

The total program cost for the 28 amendments in Recommendation 2 for the period January 1, 2014 through December 31, 2015 is $13,367,618, consisting of $13,023,130 in CDC CHPP funds and $344,488 in CDC STD AAPPS funds.

The total program cost for the amendment in Recommendation 3 for the period September 30, 2014 through December 31, 2015 is $125,000 in CDC CHPP funds.

DPH will return to your Board on December 10, 2013 for authorization to accept the STD AAPPS funds.

Funding is included in DPH's fiscal year (FY) 2013-14 Final Adopted Budget and will be requested in future FYs, as necessary.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.120, your Board was notified on September 26, 2013 of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation. A 10 percent delegated authority will not allow sufficient flexibility to adjust staffing levels or program cost due to priority population's shifts or significant changes in grant funds, which could result in multiple Board approvals. The provision of HIV/STD testing services and STD IPP services are highly client-centered activities, in which cases DPH may need to respond quickly to address high client demand. If DPH is not able to respond to those immediate needs in a short-time frame, it could impact clients being linked into the appropriate system of care in a timely manner.

The recommended amendment for CHFC will be reviewed and approved as to form by County Counsel. County Counsel has approved Exhibits I, and II as to form. Attachment A provides information about the 28 HTS contracted providers and recommended amendments.

## CONTRACTING PROCESS

California Family Health Council, Inc.

On August 11, 2009, your Board approved a sole source contract with CFHC for IPP services for the period of August 11, 2009 through December 31, 2009 with provision for four one-year extensions through December 31, 2013. On November 29, 2011 and July 25, 2012, DPH exercised the delegated authority approved by your Board to increase the annual contract maximum obligation.

HIV Testing Services Amendments

On June 16, 2009, your Board approved 29 contracts for HTS as the result of a Request for Proposals for the period July 1, 2009 through December 31, 2011. On June 21, 2011, your Board approved amendments to the HTS contracts for the inclusion of new program requirements and the extension of the services through December 31, 2013. Of the 29 HTS contracts, 28 are being amended under this Board action; one HTS contract was terminated under a separate Board action approved on May 21, 2013, since the agency was no longer providing Mobile Testing Services.

T.H.E. Clinic, Inc.

On October 19, 2010, your Board approved a sole source contract with T.H.E. for the provision of Routine and Targeted HTS effective October 19, 2010 through September 29, 2011 with provision for three one-year extensions through September 29, 2014.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these actions will allow DPH to continue to provide access to HTS and STD screening and IPP services for Los Angeles County residents.

Respectfully submitted,

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:MJP:jlm
BL#02802

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**HIV TESTING SERVICES**

| NO. | CONTRACTOR NAME | CONTRACT NO. | Contract Term 01/01/14 - 12/31/14 | Contract Term 01/01/15 - 12/31/15 | Maximum Obligation | Service Planning Area (SPA) Served | Supervisorial District Served |
|---|---|---|---|---|---|---|---|
| **HIV TESTING SERVICES - STOREFRONT<br>Funding Sources: CDC CHPP and CDC STD AAPPS FUNDS** | | | | | | | |
| 1 | AIDS Healthcare Foundation | PH-000804 | $ 632,812 | $ 632,812 | $ 1,265,624 | 2, 4, 8 | 1,3,4 |
| 2 | APLA Health & Wellness | PH-000805 | $ 357,100 | $ 357,100 | $ 714,200 | 1, 4, 6 | 2, 3, 5 |
| 3 | Bienestar Human Services, Inc. | PH-000806 | $ 218,040 | $ 218,040 | $ 436,080 | 2, 3, 7, 8 | 1, 3, 4 |
| 4 | Charles R. Drew University of Medicine & Science | PH-000807 | $ 137,860 | $ 137,860 | $ 275,720 | 6 | 2 |
| 5 | Childrens Hospital of Los Angeles | PH-000808 | $ 191,756 | $ 191,756 | $ 383,512 | 4, 6, 7, 8 | 1, 2, 3, 4 |
| 6 | City of Pasadena | PH-000809 | $ 109,949 | $ 109,949 | $ 219,898 | 3 | 5 |
| 7 | East Valley Community Health Center, Inc. | PH-000811 | $ 219,578 | $ 219,578 | $ 439,156 | 3 | 5 |
| 8 | El Proyecto del Barrio, Inc. | PH-000812 | $ 100,000 | $ 100,000 | $ 200,000 | 2 | 3 |
| 9 | JWCH Institute, Inc. | PH-000813 | $ 129,168 | $ 129,168 | $ 258,336 | 4, 6, 7 | 1, 2, 3 |
| 10 | Minority AIDS Project | PH-000814 | $ 100,000 | $ 100,000 | $ 200,000 | 6 | 2 |
| 11 | One in Long Beach, Inc. | PH-000815 | $ 430,000 | $ 430,000 | $ 860,000 | 8 | 4 |
| 12 | Special Services for Groups | PH-000816 | $ 100,000 | $ 100,000 | $ 200,000 | 4 | 1, 2 |
| 13 | Tarzana Treatment Center, Inc. | PH-000817 | $ 200,000 | $ 200,000 | $ 400,000 | 2 | 3 |
| 14 | The Catalyst Foundation for AIDS Awareness and Care | PH-000818 | $ 100,000 | $ 100,000 | $ 200,000 | 1 | 5 |
| 15 | The Los Angeles Gay & Lesbian Community Services Center | PH-000821 | $ 525,000 | $ 525,000 | $ 1,050,000 | 4 | 3 |
| 16 | Venice Family Clinic | PH-000810 | $ 100,000 | $ 100,000 | $ 200,000 | 5 | 2, 3 |
| **HIV TESTING SERVICES - MOBILE TESTING UNIT<br>Funding Source: CDC CHPP FUNDS** | | | | | | | |
| 17 | AIDS Healthcare Foundation | PH-000822 | $ 492,188 | $ 492,188 | $ 984,376 | 4, 5, 6 | 1, 3 |
| 18 | AltaMed Health Services Corporation | PH-000823 | $ 200,001 | $ 200,001 | $ 400,002 | 3, 4, 7 | 1 |
| 19 | Bienestar Human Services, Inc. | PH-000824 | $ 250,000 | $ 250,000 | $ 500,000 | 2, 4, 6, 7, 8 | 1, 2, 3, 4 |
| 20 | East Valley Community Health Center, Inc. | PH-000825 | $ 199,997 | $ 199,997 | $ 399,994 | 3, 7 | 1, 5 |
| 21 | Tarzana Treatment Center, Inc. | PH-000827 | $ 196,610 | $ 196,610 | $ 393,220 | 2 | 3 |

**HIV TESTING SERVICES**

| NO. | CONTRACTOR NAME | CONTRACT NO. | Contract Term 01/01/14 - 12/31/14 | Contract Term 01/01/15 - 12/31/15 | Maximum Obligation | Service Planning Area (SPA) Served | Supervisorial District Served |
|---|---|---|---|---|---|---|---|
| **HIV TESTING SERVICES - MULTIPLE MORBIDITY Funding Source: CDC CHPP FUNDS** | | | | | | | |
| 22 | California State University Long Beach Foundation | PH-000828 | $ 375,000 | $ 375,000 | $ 750,000 | 6, 8 | 2, 4 |
| 23 | JWCH Institute, Inc. | PH-000829 | $ 468,750 | $ 468,750 | $ 937,500 | 4, 6 | 1, 2, 3 |
| 24 | Valley Community Clinic | PH-000830 | $ 375,000 | $ 375,000 | $ 750,000 | 2, 4, 6, 7 | 1, 2, 3, 5 |
| **HIV TESTING SERVICES - SOCIAL NETWORK TESTING Funding Source: CDC CHPP FUNDS** | | | | | | | |
| 25 | Friends Research Institute, Inc. | PH-000831 | $ 250,000 | $ 250,000 | $ 500,000 | 4 | 3 |
| **HIV TESTING SERVICES - ROUTINE TESTING Funding Source: CDC CHPP FUNDS** | | | | | | | |
| 26 | Central City Community Health Center | PH-000832 | $ 75,000 | $ 75,000 | $ 150,000 | 6 | 2 |
| 27 | Clinica Monsenor Oscar A. Romero | PH-000833 | $ 75,000 | $ 75,000 | $ 150,000 | 4 | 1, 2 |
| 28 | Los Angeles Gay & Lesbian Community Service C | PH-000834 | $ 75,000 | $ 75,000 | $ 150,000 | 4 | 3 |
| | | **TOTAL** | **$ 6,683,809** | **$ 6,683,809** | **$13,367,618** | | |

# HUMAN IMMUNODEFICIENCY VIRUS (HIV)
# COUNSELING, TESTING, AND REFERRAL PREVENTION SERVICES AGREEMENT

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Contract No. PH-_____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)**
**COUNSELING, TESTING, AND REFERRAL PREVENTION SERVICES AGREEMENT**

AMENDMENT NO. __

THIS AMENDMENT is made and entered into this _____ day of _____, 2014,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and _____ (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) HIV COUNSELING AND TESTING PREVENTION SERVICES AGREEMENT", dated July 1, 2009, and further identified as Agreement Number PH-_____, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, the title of the Agreement formerly known as “HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) HIV COUNSELING AND TESTING PREVENTION SERVICES AGREEMENT”, has been changed to “HUMAN IMMUNODEFICIENCY VIRUS (HIV) COUNSELING, TESTING, AND REFERRAL PREVENTION SERVICES AGREEMENT”; and

WHEREAS, County has been awarded grant funds from the California Department of Public Health (hereafter "CDPH”), and Centers for Disease Control and Prevention (hereafter “CDC”), HIV Prevention Project (hereafter “HPP”), Catalog of Federal Domestic Assistance Number 93.940; and

WHEREAS, County has established Division of HIV and STD Programs (hereafter "DHSP") formerly known as Office of AIDS Programs and Policy (OAPP) under the administrative direction of County's Department of Public Health (hereafter "DPH"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on January 1, 2014.

2. The first paragraph of Paragraph 1, TERM, shall be revised to read as follows

"1. TERM: The term of this Agreement shall commence on July 1, 2009 and shall continue in full force and effect through December 31, 2015, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS herein."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit(s) and Schedule(s), and all attachments to those exhibits, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs ___and ___, shall be added to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

___ During the period January 1,2014 through December 31, 2014, the maximum obligation of County for all HIV Counseling and Testing services provided hereunder shall not exceed _____ Dollars ($_____).

Of this amount, _____ Dollars ($_____) is allocated to the _____ and _____ Dollars ($_____) is allocated to ____ pay for performance (PFP).

Such maximum obligation is comprised of _____ funds. This sum represents the total maximum obligation of County as shown in Schedule ___ and ___, attached hereto and incorporated herein by reference.

___ During the period January 1, 2015 through December 31, 2015, the maximum obligation of County for all HIV Counseling and Testing services provided hereunder shall not exceed _____ Dollars ($_____).

Of this amount, _____ Dollars ($_____) is allocated to the ____ and _____ Dollars ($_____) is allocated to _____ pay for performance (PFP).

Such maximum obligation is comprised of _____ funds. This sum represents the total maximum obligation of County as shown in

Schedule ___ and ___, attached hereto and incorporated herein by reference."

5. Paragraph 10, INDEMNIFICATION, shall be amended to read as follows:

"10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees."

6. Paragraph 19, ALTERATION OF TERMS, shall be replaced in its entirety to read as follows:

"19. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Agreement shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 19.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit extensions or adjustments of the contract term; the rollover of unspent Agreement funds; and/or an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Agreement.

D. Notwithstanding Paragraph 19.A., in instances where the County's Board of Supervisors has delegated authority to the Director to

amend this Agreement to permit modifications to or within budget categories and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Agreement."

7. Paragraph 22, COMPENSATION, shall be amended to read as follows:

"22. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules ___, ___,___, and ___, and the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

8. Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

"1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history

background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

9. Paragraph 34, COUNTY'S QUALITY ASSURANCE PLAN, of ADDITIONAL PROVISIONS, shall be amended to read as follows:

"34. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur

consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Contract term extension option."

10. Effective on the date of this Amendment, Exhibit __, SCOPE OF WORK FOR HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT SERVICES, shall be attached hereto and incorporated herein by reference.

11. Effective on the date of this Amendment, Schedules __, __, __, and __ , BUDGET FOR HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT SERVICES, shall be attached hereto and incorporated herein by reference.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

_____
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#02802:jlm

PH-_____

**EXHIBIT ___**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)**
**ROUTINE HIV TESTING IN NON-COUNTY OPERATED**
**CLINICAL SETTINGS SERVICES AGREEMENT**

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**EXHIBIT ___**

_____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)**
**ROUTINE HIV TESTING IN NON-COUNTY OPERATED**
**CLINICAL SETTINGS SERVICES AGREEMENT**

1. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs __, and __, shall be added to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

__ During the period of January 1, 2014 through December 31, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Routine Testing in Clinical Settings services shall not exceed _____ Dollars ($_____).

__ During the period of January 1, 2015 through December 31, 2015, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Routine Testing in Clinical Settings services shall not exceed _____ Dollars ($_____)."

2. Paragraph 5, COMPENSATION, Subparagraph A, shall be amended to read as follows:

"5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement as set forth in Schedules ___, and ___. Contractor shall be reimbursed according to an DHSP approved model and reimbursement schedule for services to include, HIV

counseling, testing, referral services, disclosure, and partner elicitation at the Division of HIV and STD Programs (DHSP) approved reimbursement rates as the currently exist or as they are modified by DHSP."

3. Paragraph 7, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

"7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide routine HIV testing in clinical settings as described in the Centers for Disease Control and Prevention (CDC) Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings, MMWR, September 22, 2006, 20155m Bi, I-R 1-14. The CDC recommends that diagnostic HIV testing and opt-out HIV screening be part of routine clinical care in all health-care settings while also preserving the patient's option to decline HIV testing and ensuring a provider-patient relationship conducive to optimal clinical and prevention care. Services include:

A. Screening for HIV Infection: In all health-care settings, screening for HIV infection should be performed routinely for all patients aged 13 to 64 years; all patients initiating treatment for TB should be screened routinely for HIV infection; all patients seeking treatment for STDs, including all patients attending STD clinics, should be screened routinely for HIV during each visit for a new complaint, regardless of whether the patient is known or suspected to have specific behavior risks for HIV infection.

B. Repeat Screening: Health-care providers should subsequently test all persons likely to be at high risk for HIV at least annually. Persons likely to be at

high risk include injection-drug users and their sex partners, persons who exchange sex for money or drugs, sex partners of HIV-infected persons, and MSM or heterosexual persons who themselves or whose sex partner have had more than one sex partner since their most recent HIV test. Health-care providers should encourage patients and their prospective sex partners to be tested before initiating a new sexual relationship. Repeat screening of persons not likely to be at high risk for HIV should be performed on the basis of clinical judgment; unless recent HIV test results are immediately available. Any person whose blood or body fluid is the source of an occupational exposure for a health-care provider should be informed of the incident and tested for HIV infection at the time the exposure occurs.

C. Consent and Pretest Information: Screening should be voluntary and undertaken only with the patient's knowledge and understanding that HIV testing is planned; and patients should be informed verbally or in writing that HIV testing will be performed unless they decline (opt-out screening). Verbal or written information should include an explanation of HIV infection and the meanings of positive and negative test results, and the patient should be offered an opportunity to ask questions and to decline testing. With such notification, consent for HIV screening should be incorporated into the patient's general consent for medical care on the same basis as are other screening or diagnostic tests; therefore a separate consent form for HIV testing is not recommended. Easily understood information materials should be made available in the languages of the commonly encountered populations within the service area.

The competence of interpreters and bilingual staff to provide language assistance to patients with limited English proficiency must be ensured. If a patient declines an HIV test, this decision should be documented in the medical record.

D. Diagnostic Testing for HIV Infection: All patients with signs or symptoms consistent with HIV infection or an opportunistic illness characteristic of AIDS should be tested for HIV. Clinicians should maintain a high level of suspicion for acute HIV infection in all patients who have compatible clinical syndrome and who report recent high-risk behavior. When acute retroviral syndrome is a possibility, a plasma RNA test should be used in conjunction with an HIV antibody test to diagnose acute HIV infection. Patients or persons responsible for the patient's care should be notified verbally that testing is planned, advised of the indication for testing and the implications of positive and negative test results, and offered an opportunity to ask questions and to decline testing. With such notification, the patient's general consent for medical care is considered sufficient for diagnostic HIV testing.

E. Recommendations for HIV Screening for Pregnant Women and Their Infants:

(1) Universal Opt-Out Screening: All pregnant women should be screened for HIV infection. Screening should occur after a woman is notified that HIV screening is recommended for all pregnant patients and that she will receive an HIV test as part of the routine panel of prenatal tests unless she declines (opt-out screening). HIV testing must be

voluntary and free from coercion. No woman should be tested without her knowledge. Pregnant women should receive verbal or written information that includes an explanation of HIV infection, a description of interventions that can reduce HIV transmission from mother to infant, the meaning of positive and negative test results; and should be offered an opportunity to ask questions and to decline testing.

No additional process or written documentation of informed consent beyond what is required for other routine prenatal test should be required for HIV testing If a patient declines an HIV test, this decision should be documented in the medical record.

(2) Addressing Reasons for Declining Testing: Providers should discuss and address reasons for declining a HIV test (e.g., lack of perceived risk; fear of the disease; and concerns regarding partner violence or potential stigma or discrimination); women who decline an HIV test because they have had a previous negative test result should be informed of the importance of retesting during each pregnancy; logical reasons for not testing should be resolved, women who initially decline an HIV test might accept at a later date.). Women who continue to decline testing should be respected and shall be documented in the medical record.

(3) Timing of HIV Testing: To promote informed and timely therapeutic decisions, health-care providers should test women for HIV as early as possible during each pregnancy. Women who decline the test

early in prenatal care should be encouraged to be tested at a subsequent visit. It is cost-effective even in areas of low prevalence to perform a second HIV test and recommended for all pregnant women during the third trimester (preferably <36 weeks of gestation), who meet any of the following criteria: (1) women who receive health care in facilities in which prenatal screening identifies at least one HIV-infected pregnant woman per 1,000 women screened; (2) women who are known to be at high risk for acquiring HIV (e.g., injection-drug users and their sexual partners, women who exchange sex for money or drugs, women who are sex partners of HIV-infected persons, and women who have had more than one sex partner during this pregnancy); (3) women who have signs or symptoms with acute HIV infection. When acute retroviral syndrome is a possibility, a plasma RNA test should be used in conjunction with an HIV antibody test to diagnose acute HIV infection.

(4) Rapid Testing During Labor: Any women with undocumented HIV status at the time of labor should be screened with a rapid HIV test unless she declines. Reasons for declining a rapid test should be explored. Immediate initiation of appropriate antiretroviral prophylaxis should be recommended to women on the basis of a reactive rapid test result without waiting for the result of a confirmatory test.

(5) Postpartum/Newborn Testing: When a women's HIV status is still unknown at the time of delivery, she should be screened immediately with a rapid HIV test unless she declines (opt-out screening). When the

mother's HIV status is "unknown" at the postpartum stage, then it is recommended that a HIV rapid testing be performed of the newborn as soon as possible after birth so antiretroviral prophylaxis can be offered to HIV-exposed infants. Mothers should be informed that identifying HIV antibodies in their newborn indicates that they are infected. For infants who are in foster care and whose biological mothers have not been tested for HIV, the person legally authorized to provide consent for the infant should be informed that a rapid HIV testing is recommended and the benefits of neonatal antiretroviral prophylaxis are best realized when it is initiated <12 hours after birth.

(6) Confirmatory Testing: In cases where laboratory test results are uncertain, HIV infection status should be resolved before final decisions are made regarding reproductive options, antiretroviral therapy, cesarean delivery, or other interventions. If the confirmatory test result is not available before delivery, immediate initiation of appropriate antiretroviral prophylaxis should be recommended to reduce the risk for prenatal transmission of any pregnant woman whose HIV screening test result is reactive.

F. Communication of Test Results: Definitive mechanism should be established to inform patients of their test results. HIV-negative test results may be conveyed without direct personal contact between the patient and the health-care provider. Persons known to be at high risk for HIV infection also should be advised of the need for periodic retesting and should be offered prevention

counseling. HIV-positive test results should be communicated confidentially through personal contact by a clinician, nurse, mid-level practitioner, counselor, or other skilled staff. Because of the risk of stigma and discrimination, family or friends should not be used as interpreters to disclose HIV-positive test results to patients with limited English proficiency. Active efforts are essential to ensure that HIV-infected patients receive their positive test results and linkage to clinical care, counseling, support, and prevention services. If the necessary expertise is not available in the health-care venue in which screening is performed, arrangements should be made to obtain necessary organization. Health-care providers should be aware that the Privacy Rule under the Health Insurance Portability and Accountability Act of 1996 (HIPPA) prohibits use or disclosure of a patient's health information, including HIV status, without the patient's permission.

G. Documentation of HIV Test Results: Positive or negative HIV test results should be documented in the patient's confidential medical record and should be readily available to all health-care providers involved in the patient's clinical management. The HIV test result of a mother also should be documented in the medical record of her infant. If the mother's HIV test result is positive, she should immediately receive a referral to perinatal HIV specialty care, as well as alert the director at the Enhanced Perinatal HIV Surveillance Unit of the Division of HIV and STD Programs. If HIV is diagnosed in the infant first, health-care providers should discuss the health implications with the mother and link her to HIV care.

H. Clinical Care for HIV-Infected Persons: Persons who are HIV diagnosed need to be thoroughly evaluated by a clinical care provider of their health status and immune function to determine their need for antiretroviral treatment or other therapy. HIV-infected persons should receive or be referred for clinical care within seventy-two (72)-hours and attendance to the medical appointment tracked by staff, consistent with USPHS guidelines for management of HIV-infected persons. HIV-exposed infants should receive appropriate antiretroviral prophylaxis to prevent perinatal HIV transmission as soon as possible after birth and begin trimethoprim-sulfamethoxazole prophylaxis at age 4-6 weeks to prevent Pneumocystis pneumonia. They should receive subsequent clinical monitoring and diagnostic testing to determine their HIV infection status.

I. Prevention Services for HIV-Negative Persons: HIV screening should not be contingent on an assessment of patients' behavioral risks. However, assessment of risk for infection with HIV and other STDs and provision of prevention information should be incorporated into routine primary care of all sexually active persons when doing so does not pose a barrier to HIV testing. Informing the patient that routine HIV testing will be performed offers an opportunity for them to discuss their HIV infection and risk information, even when it is not sought. Patients found to have risk behaviors (e.g., MSM or heterosexuals who have multiple sex partners, persons who have received a recent diagnosis of an STD, persons who exchange sex for money or drugs, or persons who engage in substance abuse) and those who want assistance with

changing behaviors should be provided with or referred to HIV risk-reduction services (e.g., drug treatment, STD treatment, and prevention counseling). In health-care settings, prevention counseling need not be linked explicitly to HIV testing. Patients might be more likely to think about their risk and HIV reduction at the time of HIV testing. Prevention counseling should be offered or made available through referral in all health-care related facilities serving patients at high risk for HIV in which information on HIV risk behaviors is elicited routinely.

J. Partner Services (PS): is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:

(a) Inform the DHSP staff about each newly identified HIV-positive patient.

(b) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to DHSP.

(c) Inform patient of the importance and benefits of partner services.

(d) Inform patient that representatives of the Public Health Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

(e) Link to HIV medical care within seventy-two (72) hours, and other care and prevention services, as necessary, at least eighty-five percent (85%) of diagnosed persons living with HIV.

(f) Program staff, who shall include, but not be limited to: HIV Test Counselors; Partner Services counselors; Comprehensive Risk Counseling and Services staff; Health Educators; Case Managers; clinical staff at routine testing sites; Disease Investigation Specialists (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.

K. Linkage to medical care: A Linkage to Care is connecting an HIV positive client to medical care. For all clients who are identified as HIV-positive, Contractor shall complete a medical care referral within seventy-two (72) hours of diagnosis. Staff is expected to provide the client with a medical appointment,

unless the patient explicitly requests to do it his/her self. Staff shall ensure that the patient attends the appointment and follow up with patient if referral was not completed.

L. HIV/STD Integrated Screening: If directed by DHSP, the Contractor shall follow the guidelines as specified in Revised Attachments II, III and IV."

7. Paragraph 24, RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE, shall be replaced in its entirety to read as follows:

"24. POINT OF CARE RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE: The Contractor will follow the HIV testing algorithm outlined in the Contractor's HIV testing QA Plan. This includes implementing the Point of Care Rapid Testing Algorithms (RTA) for HIV Infection Diagnosis and Improved Linkage to Care protocol described in Attachment I, as well as any additional laboratory based diagnostic assays and/or algorithms outlined in the Contractor's QA Plan. The goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as described in Attachment I. All rapid testing algorithm activities must be approved by the Medical Director of DHSP or her/his designee."

**SCHEDULE ___**

_____

**ROUTINE HIV TESTING IN CLINICAL SETTING SERVICES**

| | Budget Period<br>January 1, 2014<br>Through<br>December 31, 2014 |
|---|---|
| Personnel (Salaries and Employee Benefits) | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $ 0 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE ___**

_____

**ROUTINE HIV TESTING IN CLINICAL SETTING SERVICES**

| | Budget Period January 1, 2015 Through December 31, 2015 |
|---|---|
| Personnel (Salaries and Employee Benefits) | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $ 0 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**EXHIBIT ___**

# HUMAN IMMUNODEFICIENCY VIRUS (HIV) COUNSELING, TESTING, REFERRAL SERVICES IN MOBILE TESTING UNIT AGREEMENT

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**EXHIBIT ___**

_____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)**
**COUNSELING,TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT AGREEMENT**

1. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs __ and __, shall be added to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

__ During the period of January 1, 2014 through December 31, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Mobile Unit Counseling, Testing, and Referral services shall not exceed _____ Dollars ($_____).

__ During the period of January 1, 2015 through December 31, 2015, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Mobile Unit Counseling, Testing, and Referral services shall not exceed _____ Dollars ($_____)."

2. Paragraph 5, COMPENSATION, Subparagraph A, shall be amended to read as follows:

"5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement and pay for performance basis not to exceed the monthly maximum as set forth in Schedules _____ and ___ and as described in Attachments II and III. Contractor shall be reimbursed according to the Division of HIV and STD

Programs (DHSP) approved model and reimbursement schedule for services to include, HIV mobile counseling, testing, referral services, disclosure, and partner elicitation at the DHSP approved reimbursement rates as they currently exist or as they are modified by DHSP."

6. Paragraph 7 SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

"7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide non-rapid or rapid HIV counseling, testing, and referral services to persons belonging to the target critical populations, in accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; County, DHSP guidelines, California Department of Public Health Office of AIDS (CDPH-OA) guidelines, guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of DHSP shall notify Contractor of any revisions to DHSP policies and procedures, which shall become part of this Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as informed by the CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area approved by DHSP. Additionally, Contractor must administer a minimum of sixty (60) tests monthly and must realize an HIV positivity rate equal or higher than the County's average for funded providers. DHSP's goal for targeted testing is ____% HIV positivity rate. Contractor shall provide such services as described in Exhibits _____ and ____, Scopes of Work, attached hereto and

incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Provide confidential and/or anonymous testing upon specific request by client.

B. An intervention includes:

(1) Obtain informed consent;

(2) Complete DHSP testing forms;

(3) An offer of counseling session if client identifies as a member of a critical target population;

(4) Counseling session, as needed;

(5) Collection of specimen;

(6) Disclosure of results;

(7) Referrals to appropriate services.

C. Obtaining informed consent will include completing consent forms, release of information forms, and description of the following:

(1) The process related to each of the testing options, such as how the test is done, duration of the process, the timeframes for getting results, the meaning of test results including preliminary results in the case of rapid HIV testing, and the reasons for repeat or confirmatory testing;

(2) Relevant information regarding the window period.

(3) HIV Certified Counselors must clearly explain that the rapid HIV test only refers to obtaining results within a short time frame and not to the time between exposure and identification of

infection. If a client has had a recent potential exposure (less than three (3) months) and their test is non-reactive, the client shall be counseled to re-test three (3) months from the potential exposure. If the client decides to have a rapid test, counselors will:

(a) Ensure that the client understands the meaning of test results, including that a reactive preliminary positive result requires confirmatory testing;

(b) Assess client's potential reaction to receiving a reactive rapid test;

(c) Ensure that the client completes a DHSP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance with the California Code of Regulations. The consent form shall also include a commitment by the client for the collection of a second specimen (serum or oral fluid) for individuals testing preliminary positive. In addition, all counselors shall be required to follow local guidelines and recommendations pertaining to HIV counseling and testing, HIV rapid testing, and phlebotomy (both venipuncture and finger stick). The Contractor shall fully collect client demographic information using the designated reporting form as provided by DHSP. All information reported on the approved HIV Test Reporting Form(s) and lab slips shall be voluntarily supplied by the client.

D. Conduct an HIV risk assessment that assists the client in identifying the specific risk behaviors that place them at risk for HIV/AIDS and/or to assist the counseling with determining if the client is a member of a critical target population.

E. Offer a counseling session to all clients who identify as being a member of the critical target populations.

F. A counseling session must be client-centered and engage the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV. The client-centered counseling session should accomplish the following:

(1) Improve the client's self-perception of risk;

(2) Support behavior change previously accomplished or attempted by the client;

(3) Negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change his or her behavior;

(4) Support informed decision-making about whether to be tested;

(5) Review the nexus between HIV and STD infections and between alcohol and drug use.

G. The Certified HIV Counselor shall ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and supplemental HIV antibody tests may be performed. All

specimens/samples shall be delivered and processed by a State-approved laboratory. Contractor may subcontract with an independent testing laboratory upon approval from DHSP.

H. The Certified HIV Counselor shall review the client's DHSP-Form prior to the disclosure session. The Certified HIV Counselor must personalize and frame the session to the client to establish a comfortable setting and describe the disclosure session steps prior to the disclosure event.

I. The Certified HIV Counselor shall disclose the results, interpret the test result and assess the client's emotional state, counseling needs, understanding of the test results, need to be re-tested based on the window period and the client's recent HIV risk behaviors. The Certified HIV Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of other persons with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985. The following client-centered disclosure counseling session parameters are recommended based on reported client risk and test results:

(1) High-risk HIV-negative clients a minimum of ten (10) minutes shall be spent in the disclosure counseling session;

(2) Clients testing HIV-positive, a minimum of forty-five (45) minutes shall be spent in the disclosure counseling session regardless of reported risk behaviors.

(3) For clients testing HIV-positive, the following additional topics shall be covered and conducted in the disclosure session;

(a) Information regarding the past or future risk of HIV transmission to sexual and drug using partners, for women of childbearing age or their male partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery, and during the postpartum period;

(b) The active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Los Angeles County Sexually Transmitted Disease Program for Partner Services (PS);

(c) A written assessment of the client's reaction to the positive test result to determine whether referral for psychosocial support services is needed.

J. The benefits of treatment and an active referral to medical care. The Certified HIV Counselor shall assess the need for referrals and provide specific, written referrals with adequate linkages as appropriate. For the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. HIV

counseling, testing, and referral services are provided free of charge and on a confidential or anonymous basis. At a minimum, referrals to the following services shall be provided based on client's needs and test results: HIV risk reduction, prevention for HIV-infected persons, partner elicitation or referral to partner counseling and referral services, sexually transmitted disease screening, tuberculosis screening, drug treatment, medical outpatient, and mental health services. For HIV-positive clients, written referrals to a minimum of two (2) HIV medical care providers shall be provided and any other linked referrals appropriate to the immediate health and social needs of the client. The Contractor shall document all linked referrals and referral follow-up for each person served under this Agreement. The linked referral follow-up shall include, but not be limited to, the agency the person was referred to, any appointment(s) made, the client's failure to appear for said appointment, and no-show follow-up plan, if the confidential tested individual failed to show. Contractor shall have an approved linked referral/no-show follow-up plan on file at DHSP.

K. Linkage to care: A linkage to care is connecting an HIV positive client to medical care. For clients who are identified as HIV-positive, Contractor shall complete a medical care referral within seventy-two (72) hours of diagnosis. Staff is expected to provide the client with a medical appointment, unless the patient explicitly requests to do it his/her self. Staff shall ensure that the clients attends the appointment and follow up with client if referral was not completed.

L. Confirmatory Testing: All clients receiving a positive result on any rapid test (i.e. preliminary positive with one rapid test, or discordant test results with 2 rapid tests) should immediately have a specimen collected for a confirmatory HIV test. A blood draw will be done to collect the confirmatory specimen, and serum will be sent to the LAC Public Health Laboratory (PHL) for HIV-1 RNA testing. If circumstances exists that a serum specimen cannot be collected, an oral fluid specimen for Western Blot confirmatory testing should be sent to the LAC PHL.

M. Partner Services: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:

(a) Conduct partner elicitation services with each client with an HIV-diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to DHSP.

(b) Inform client of the importance and benefits of partner services.

(c) Inform client that representatives of the Public Health Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

(d) Link to HIV medical care within seventy-two (72) hours, and other care and prevention services, as necessary, at least eighty-five percent (85%) of newly diagnosed persons living with HIV.

(e) Program staff, who shall include, but not be limited to: Certified HIV Counselors; Partner Services counselors; Comprehensive Risk Counseling and Services staff; Health Educators; Case Managers; Disease Investigation Specialists (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis."

7. Paragraph 23, HIV/STD INTEGRATION, shall be replaced in its entirety to read as follows:

"23. HIV/STD INTEGRATED SCREENING: If directed by DHSP, the Contractor shall provide sexually transmitted disease testing with the HIV

Counseling and Testing services under this Agreement. STD and Hepatitis testing will be performed in accordance to Revised Attachments II, III, and IV."

8. Paragraph 25, RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE RESEARCH STUDY OR IMPLEMENTATION, shall be replaced in its entirety to read as follows:

"25. POINT OF CARE RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE: The Contractor will follow the HIV testing algorithm outlined in the Contractor's HIV testing QA Plan. This includes implementing the Point of Care Rapid Testing Algorithms (RTA) for HIV Infection Diagnosis and Improved Linkage to Care protocol described in Attachment I, as well as any additional laboratory based diagnostic assays and/or algorithms outlined in the Contractor's QA Plan. The goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as described in Attachment I. All rapid testing algorithm activities must be approved by the Medical Director of DHSP or her/his designee.

9. Attachment V, PAY FOR PERFORMANCE, has been revised and is attached hereto.

**SCHEDULE ___**

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**HUMAN IMMUNODEFICIENCY VIRUS (HIV)**
**COUNSELING, TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT**

**MTU COST REIMBURSEMENT**

| | Budget Period<br>January 1, 2014<br>Through<br>December 31, 2014 |
|---|---|
| Salaries | $ 0 |
| Employee Benefits | $ 0 |
| Total Salaries and Benefits | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $ 0 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE ___**

_____

**HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT**

**MTU PAY FOR PERFORMANCE**

| | Budget Period<br>January 1, 2014<br>Through<br>December 31, 2014 |
|---|---|
| Maximum Monthly Payment | $ 0 |
| Maximum Pay for Performance Obligation | $ 0 |

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

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**SCHEDULE ___**

_____

**HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT**

**MTU PAY FOR PERFORMANCE**

| | Budget Period<br>January 1, 2015<br>Through<br>December 31, 2015 |
|---|---|
| Maximum Monthly Payment | $ 0 |
| Maximum Pay for Performance Obligation | $ 0 |

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE ___**

_____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)**
**COUNSELING, TESTING, AND REFERRAL SERVICES IN MOBILE TESTING UNIT**

**MTU COST REIMBURSEMENT**

| | Budget Period<br>January 1, 2015<br>Through<br>December 31, 2015 |
|---|---|
| Salaries | $ 0 |
| Employee Benefits | $ 0 |
| Total Salaries and Benefits | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $ 0 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

PH-000831-2

**EXHIBIT _____**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
SOCIAL NETWORKS COUNSELING AND TESTING TARGETING
SOCIAL NETWORKS OF TRANSGENDERS AND MEN OF COLOR INCLUDING GAY MEN AND NON-GAY IDENTIFIED MEN WHO HAVE SEX WITH MEN, TRANSGENDERS OR MULTIPLE GENDERS**

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**FRIENDS RESEARCH INSTITUTE, INC.**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
SOCIAL NETWORKS COUNSELING AND TESTING TARGETING
SOCIAL NETWORKS OF TRANSGENDERS AND MEN OF COLOR INCLUDING GAY MEN AND NON-GAY IDENTIFIED MEN WHO HAVE SEX WITH MEN,
TRANSGENDERS OR MULTIPLE GENDERS AGREEMENT**

1. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs G and H, shall be added to read as follows:

4. COUNTY'S MAXIMUM OBLIGATION:

G. During the period of January 1, 2014 through December 31, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Social Networks Counseling and Testing services shall not exceed _____Dollars ($_____).

Of this amount, _____ Dollars ($_____) is allocated to social networks, and _____Dollars ($_____) is allocated to pay for performance (PFP) services.

H. During the period January 1, 2015 through December 31, 2015, the maximum obligation of County for all Social Network Testing services provided hereunder shall not exceed _____ Dollars ($_____).

Of this amount, _____ Dollars ($_____) is allocated to social networks, and _____ Dollars ($_____) is allocated to pay for performance (PFP) services."

2. Paragraph 5, COMPENSATION, Subparagraph A, shall be amended to read as follows:

"5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost-reimbursement and pay for performance basis not to exceed the maximum as set forth in Schedules ___, ___, ____, ____, and _____, Contractor shall be reimbursed according to the DHSP approved model and reimbursement schedule."

4. Paragraph 7, SERVICES TO BE PROVIDED, shall be amended to read as follows:

"7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall implement the four phases of the social networks program consistent with the CDC's Social Network Testing, A Community-Based Strategy for Identifying Undiagnosed HIV Infection: Interim Guide for HIV Counseling, Testing and Referral Program (http://www.cdc.gov/hiv/resources/guidelines/snt/). These phases are: recruiter enlistment, engagement, recruitment of network associates and counseling, testing and referrals. Non-rapid or rapid HIV counseling, testing, and referral services shall follow procedures formulated and adopted by Contractor's staff, consistent with California law; County, DHSP guidelines, California Department of Public Health Office of AIDS (CDPH-OA),

guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of DHSP shall notify Contractor of any revisions to DHSP policies and procedures, which shall become part of this Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as informed by the CDC and CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area approved by DHSP. Contractor shall provide such services as described in Exhibits _____, _____, and _____, Scopes of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Recruiter enlistment of HIV-positive or HIV-negative high-risk persons from the community who are able and willing to recruit individuals at risk for HIV infection from their social, sexual, or drug-using networks. On an ongoing basis, program staff will approach and enlist new recruiters who may be able to provide access to additional networks.

B. Engagement of those persons who have been recruited shall be provided with an orientation session that explains the nature of the program and the social network techniques that might be used to approach their associates and discuss HIV testing with them. Recruiters are interviewed to elicit information about their networks associates. The period of time needed to elicit information from recruiters is typically brief. Coaching may be required on an ongoing basis throughout the period of the recruiter's participation. Coaching may involve discussion with

recruiters on how to approach associates about obtaining HIV counseling and testing, disclosing their own HIV status if they wish to do so, and how to avoid disclosing status if desired.

C. Recruitment of Network Associates will be referred by recruiters for testing who they have identified as being at risk for HIV infection. All individuals should be approached by the recruiter alone.

D. Provide confidential testing upon specific request by client.

E. An intervention includes:

(1) Obtain informed consent;

(2) Complete DHSP testing forms;

(3) An offer of a counseling session if client identifies as a member of a critical target population.

(4) Counseling session, as needed;

(5) Collection of specimen;

(6) Disclosure of results;

(7) Referrals to appropriate services.

F. Obtaining informed consent will include completing consent forms, release of information forms, and description of the following:

(1) The process related to each of the testing options, such as how the test is done, duration of the process, the timeframes for getting results, the meaning of test results including preliminary results in the case of rapid HIV testing, and the reasons for repeat or confirmatory testing;

(2) Relevant information regarding the window period.

(3) The HIV Certified Counselors must clearly explain that the rapid HIV test only refers to obtaining results within a short time frame and not to the time between exposure and identification of infection. If a client has had a recent potential exposure (less than three (3) months) and their test is non-reactive, the client shall be counseled to re-test three (3) months from the potential exposure. If the client decides to have a rapid test, counselors will:

a). Ensure that the client understands the meaning of test results, including that a reactive preliminary positive result requires confirmatory testing;

b). Assess client's potential reaction to receiving a reactive rapid test;

c). Ensure that the client completes DHSP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance with the California Code of Regulations. The consent form shall also include a commitment by the client for the collection of a second and/or third specimen (serum or oral fluid) for individuals testing preliminary positive. In addition, all counselors shall be required to follow local guidelines and recommendations pertaining to HIV counseling and testing, HIV rapid testing, and phlebotomy (both venipuncture and

finger stick). The Contractor shall fully collect client demographic information using the designated reporting form as provided by DHSP. All information reported on the approved HIV Test Reporting Form(s) shall be voluntarily supplied by the client.

G. Conduct an HIV risk assessment that assists the client in identifying the specific risk behaviors that place them at risk for HIV/AIDS and/or to assist the counselor with determining if the client is a member of a critical target population.

H. Offer a counseling session to all clients who identify as being members of a critical target population;

I. A counseling session must be client-centered counseling which engages the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV. The client-centered counseling session should accomplish the following:

(1) Improve the client's self-perception of risk;

(2) Support behavior change previously accomplished or attempted by the client;

(3) Negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change his or her behavior;

(4) Support informed decision-making about whether to be tested;

(5) Review the nexus between HIV and STD infections and between alcohol and drug use.

J. The Certified HIV Counselor shall ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and supplemental HIV antibody tests may be performed. All specimens/samples shall be delivered and processed by a State-approved laboratory. Contractor may subcontract with an independent testing laboratory upon approval from DHSP.

K. The Certified HIV Counselor shall review the client's DHSP Form prior to the disclosure session. The Certified HIV Counselor must personalize and frame the session to the client to establish a comfortable setting and describe the disclosure session steps prior to the disclosure event.

L. The Certified HIV Counselor shall disclose the results, interpret the test result and assess the client's emotional state, counseling needs, understanding of the test results, need to be re-tested based on the window period and the client's recent HIV risk behaviors. The Certified HIV Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of

other persons with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985. The following client-centered disclosure counseling session parameters are recommended based on reported client risk and test results:

(1) High-risk HIV-negative clients a minimum of ten (10) minutes shall be spent in the disclosure counseling session;

(2) Clients testing HIV-positive - a minimum of forty-five (45) minutes shall be spent in the disclosure counseling session regardless of reported risk behaviors.

(3) For clients testing HIV-positive, the following additional topics shall be covered and conducted in the disclosure session:

(a) Information regarding the past or future risk of HIV transmission to sexual and drug using partners, for women of childbearing age or their male partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery, and during the postpartum period;

(b) The active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Los Angeles County Sexually Transmitted Disease Program for Partner Services (PS);

(c) A written assessment of the client's reaction to the positive test result to determine whether referral for psychosocial support services is needed.

(d) The benefits of treatment and an active referral to medical care.

M. The Certified HIV Counselor shall assess the need for referrals and provide specific written referrals with adequate linkages as appropriate. For the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. HIV counseling, testing, and referral services are provided free of charge and on a confidential or anonymous basis. At a minimum, referrals to the following services shall be provided based on client's needs and test results: HIV risk reduction, prevention for HIV-positive persons, partner elicitation or referral to partner counseling and referral services, sexually transmitted disease screening, tuberculosis screening, drug treatment, medical outpatient, and mental health services. For HIV-positive clients, written referrals to a minimum of two (2) HIV medical care providers shall be provided and any other linked referrals appropriate to the immediate health and social needs of the client. The Contractor shall document all linked referrals and referral follow-up for each person served under this Agreement. The linked referral follow-up shall include, but not be limited to, the agency the person was referred to, any appointment(s) made, the client's failure to appear for said appointment, and no-follow-up

plan, if the confidential tested individual failed to show. Contractor shall have an approved linked referral/no-show follow-up plan on file at DHSP.

(1) Linkage to Care: A Linkage to Care is connecting an HIV positive client to medical care. For all clients who are identified as HIV-positive, Contractor shall complete a medical care referral within seventy-two (72) hours of diagnosis. Staff is expected to provide the client with a medical appointment, unless the client explicitly requests to do it his/her self. Staff shall ensure that the client attends the appointment and follow up with the client if referral was not completed.

N. Confirmatory Testing: All clients receiving positive result on any rapid test (i.e. preliminary positive with one rapid test, or discordant test results with 2 rapid test) should immediately have a specimen collected for a confirmatory HIV test. A blood draw will be done to collect the confirmatory specimen, and serum will be sent to the LAC Public Health Laboratory (PHL) for HIV-1 RNA testing, If circumstances exist that a serum specimen cannot be collected, an oral fluid specimen for Western Blot confirmatory testing should be sent to the LAC PHL.

O. Point of Care Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkage to Care: The Contractor will follow the HIV testing algorithm outlined in the Contractor's HIV testing QA Plan. This includes implementing the Point of Care Rapid Testing Algorithms for HIV Infection Diagnosis (RTA) protocol described in Attachment I. The

goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as described in Attachment I. All rapid testing algorithm activities must be approved by the Director of DHSP or his designee.

P. Partner Services: Is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:

(a) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to DHSP.

(b) Inform patient of the importance and benefits of partner services

(c) Inform patient that representatives of the Public Health Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

(d) Link to HIV medical care within seventy-two (72) hours, and other care and prevention services, as necessary, at least eighty-five percent (85%) of newly diagnosed persons living with HIV.

(e) Program staff, who shall include, but not be limited to: HIV Test Counselors; Partner Services counselors; Comprehensive Risk Counseling and Services staff; Health Educators; Case Managers; clinical staff at routine testing sites; Disease Investigation Specialists (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.

12. Paragraph 23, HIV/STD INTEGRATION, shall be replaced in its entirety to read as follows:

"23. HIV/STD INTEGRATION: If directed by DHSP, the Contractor shall provide sexually transmitted disease testing with the HIV Counseling and Testing services under this Agreement. STD and Hepatitis testing will be performed in accordance to Revised Attachments II, III, and IV."

13. Attachment V, PAY FOR PERFORMANCE has been revised and is attached hereto.

**SCHEDULE ___**

**FRIENDS RESEARCH INSTITUTE, INC.**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
SOCIAL NETWORKS COUNSELING AND TESTING TARGETING
SOCIAL NETWORKS OF TRANSGENDERS AND MEN OF COLOR INCLUDING GAY MEN AND NON-GAY IDENTIFIED MEN WHO HAVE SEX WITH MEN, TRANSGENDERS OR MULTIPLE GENDERS**

| | Budget Period<br>January 1, 2014<br>through<br>December 31, 2014 |
|---|---|
| Salaries | $ 0 |
| Employee Benefits | $ 0 |
| Total Salaries and Benefits | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $ 200,000 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE __**

**FRIENDS RESEARCH INSTITUTE, INC.**

**PAY FOR PERFORMANCE**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
SOCIAL NETWORKS COUNSELING AND TESTING TARGETING
SOCIAL NETWORKS OF TRANSGENDERS AND MEN OF COLOR INCLUDING GAY MEN AND NON-GAY IDENTIFIED MEN WHO HAVE SEX WITH MEN, TRANSGENDERS OR MULTIPLE GENDERS**

Budget Period
January 1, 2014
through
December 31, 2014

| | |
|---|---|
| Maximum Pay for Performance Obligation | $50,000 |

During the term of this Agreement, Pay for Performance reimbursements will occur mid-year and year end. Invoices and cost reports must be submitted and will be reimbursed in accordance with pay for performance measures.

**SCHEDULE __**

**FRIENDS RESEARCH INSTITUTE, INC.**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
SOCIAL NETWORKS COUNSELING AND TESTING TARGETING
SOCIAL NETWORKS OF TRANSGENDERS AND MEN OF COLOR INCLUDING GAY MEN AND NON-GAY IDENTIFIED MEN WHO HAVE SEX WITH MEN, TRANSGENDERS OR MULTIPLE GENDERS**

| | Budget Period<br>January 1, 2015<br>through<br>December 31, 2015 |
|---|---|
| Salaries | $ 0 |
| Employee Benefits | $ 0 |
| Total Salaries and Benefits | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $200,000 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE __**

**FRIENDS RESEARCH INSTITUTE, INC.**

**PAY FOR PERFORMANCE**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
SOCIAL NETWORKS COUNSELING AND TESTING TARGETING
SOCIAL NETWORKS OF TRANSGENDERS AND MEN OF COLOR INCLUDING GAY MEN AND NON-GAY IDENTIFIED MEN WHO HAVE SEX WITH MEN, TRANSGENDERS OR MULTIPLE GENDERS**

Budget Period
January 1, 2015
through
December 31, 2015

| | |
|---|---|
| Maximum Pay for Performance Obligation | $50,000 |

During the term of this Agreement, Pay for Performance reimbursements will occur mid-year and year end. Invoices and cost reports must be submitted and will be reimbursed in accordance with pay for performance measures.

**EXHIBIT ___**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)**
**COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT**

**TABLE OF CONTENTS**

**EXHIBIT ___**

_____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT
AGREEMENT**

1. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs __, and __, shall be added to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

__ During the period of January 1, 2014 through December 31, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Storefront counseling, testing, and referral services shall not exceed _____ Dollars ($_____).

__ During the period of January 1, 2015 through December 31, 2015, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Storefront counseling, testing, and referral services shall not exceed _____ Dollars ($_____)."

2. Paragraph 5, COMPENSATION, Subparagraph A shall be amended to read as follows:

"5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement and pay for performance basis not to exceed the monthly maximum as set forth in Schedule(s) __, __ and,___, and as described in the Attachment . Contractor shall be

reimbursed according to a DHSP approved model and reimbursement schedule."

3. Paragraph 7, SERVICES TO BE PROVIDED, shall be amended to read as follows:

"7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide non-rapid or rapid HIV counseling and testing services to persons belonging to the target critical populations, in accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; County, DHSP guidelines, California Department of Public Health Office of AIDS (CDPH-OA) guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of DHSP shall notify Contractor of any revisions to DHSP policies and procedures, which shall become part of this Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as informed by the CDC and CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area approved by DHSP. DHSP's goal for targeted testing is a ____% HIV positivity rate. Contractor shall provide such services as described in Exhibit(s) _____ and ___, Scope(s) of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Provide confidential and/or anonymous testing upon specific request by client.

B. An intervention includes:

(1) Obtain informed consent;

(2) Complete DHSP testing forms

(3) An offer of a counseling session if client identifies as a member of a critical target population

(4) Counseling session, as needed;

(5) Collection of specimen;

(6) Disclosure of results;

(7) Referrals to appropriate services.

C. Obtain informed consent will include completion of consent forms, release of information forms, and a description of the following:

(1) The process related to each of the testing options, such as how the test is done, duration of the process, the timeframes for getting results, the meaning of test results including preliminary results or the approved rapid testing algorithm in the case of rapid HIV testing, and the reasons for repeat or confirmatory testing;

(2) Relevant information regarding the window period.

The Certified HIV Counselor must clearly explain that the rapid HIV test only refers to obtaining results within a short time frame and not to the time between exposure and identification of infection. If a client has had a recent potential exposure (less than three (3) months) and their test is non-reactive, the client shall be counseled to re-test three (3) months from

the potential exposure. If the client decides to have a rapid test, counselors will:

(a) Ensure that the client understands the meaning of test results, including that a reactive preliminary positive result requires confirmatory testing;

(b) Assess client's potential reaction to receiving a reactive rapid test;

(c) Ensure that the client completes a DHSP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance with the California Code of Regulations. The consent form shall also include a commitment by the client for the collection of a second and/or third specimen (serum or oral fluid) for individuals testing preliminary positive. In addition, all counselors shall be required to follow local guidelines and recommendations pertaining to HIV counseling and testing, HIV rapid testing, and phlebotomy (both venipuncture and finger stick). The Contractor shall fully collect client demographic information using the designated reporting form as provided by DHSP. All information reported on the approved HIV Test Reporting Form(s) shall be voluntarily supplied by the client.

D. Conduct an HIV risk assessment that assists the client in identifying the specific risk behaviors that place them at risk for HIV/AIDS and/or to assist the counseling with determining if the client is a member of a critical target population.

E. Offer a counseling session to all clients who identify as being a member of a critical target populations

F. A counseling session must be client-centered and engage the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV. The client-centered counseling session should accomplish the following:

(1) Improve the client's self-perception of risk;

(2) Support behavior change previously accomplished or attempted by the client;

(3) Negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change his or her behavior;

(4) Support informed decision-making about whether to be tested;

(5) Review the nexus between HIV and STD infections and between alcohol and drug use.

G. The Certified HIV Counselor shall ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and

supplemental HIV tests may be performed. All specimens/samples shall be delivered and processed by a State-approved laboratory. Contractor may subcontract with an independent testing laboratory upon approval from DHSP.

H. The Certified HIV Counselor shall review the client's DHSP-endorsed Counseling Information Form prior to the disclosure session. The Certified HIV Counselor must personalize and frame the session to the client to establish a comfortable setting and describe the disclosure session steps prior to the disclosure event.

I. The Certified HIV Counselor shall disclose the results, interpret the test result and assess the client's emotional state, counseling needs, understanding of the test results, need to be re-tested based on the window period and the client's recent HIV risk behaviors. The Certified HIV Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of other persons with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985. The following client-centered disclosure counseling session parameters are recommended based on reported client risk and test results:

(1) High-risk HIV-negative clients - a minimum of ten (10) minutes shall be spent in the disclosure counseling session;

(2) Clients testing HIV-positive - a minimum of forty-five (45) minutes shall be spent in the disclosure counseling session regardless of reported risk behavior.

(3) For clients testing HIV-positive, the following additional topics shall be covered and conducted in the disclosure session:

(a) Information regarding the past or future risk of HIV transmission to sexual and drug using partners, for women of childbearing age or their male partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery, and during the postpartum period;

(b) The active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Los Angeles County Sexually Transmitted Disease Program for Partner Services (PS);

(c) A written assessment of the client's reaction to the positive test result to determine whether referral for psychosocial support services is needed.

(d) The benefits of treatment and an active referral to medical care.

J. The Certified HIV Counselor shall assess the need for referrals and provide specific written referrals with adequate linkages as appropriate. For the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the

referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. HIV counseling, testing, and referral services are provided free of charge and on a confidential or anonymous basis. At a minimum, referrals to the following services shall be provided based on client's needs and test results: HIV risk reduction, prevention for HIV-infected persons, partner elicitation or referral to partner counseling and referral services, sexually transmitted disease screening, tuberculosis screening, drug treatment, medical outpatient, and mental health services.

K. For HIV-positive clients, written referrals to a minimum of three (3) HIV medical care providers shall be provided and any other referrals appropriate to the immediate health and social needs of the client. The Contractor shall document all linked referrals and referral follow-up for each person served under this Agreement. The linked referral follow-up shall include, but not be limited to, the agency the person was referred to, any appointment(s) made, the client's failure to appear for said appointment, and no-show follow-up plan, if the confidential tested individual failed to show.

L. Linkage to HIV care: Linkage to care is connecting an HIV-positive client to medical care. For all clients who are identified as HIV-positive, Contractor shall complete a medical care referral within seventy-two (72) hours of diagnosis. Staff is expected to provide the client with a medical appointment, unless the client explicitly requests to do it his/her

self. Staff shall ensure that the patient attends the appointment and follow up with patient if referral was not completed.

M. Confirmatory Testing: All clients receiving a positive result on any rapid test (i.e. preliminary positive with one (1) rapid test, or discordant test results with two (2) rapid tests) should immediately have a specimen collected for a confirmatory HIV test. A blood draw will be done to collect the confirmatory specimen, and serum will be sent to the LAC Public Health Laboratory (PHL) for HIV-1 RNA testing. If circumstances exists that a serum specimen cannot be collected, an oral fluid specimen for Western Blot confirmatory testing should be sent to the LAC PHL.

N. Point of Care Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkage to Care: The Contractor will follow HIV testing algorithm outlined in the Contractor's HIV testing QA Plan. This includes implementing the Point of Care the Rapid Testing Algorithms (RTA) for HIV Infection Diagnosis and Improved Linkage to Care protocol described in Attachment I. The goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as

described in Attachment I. All rapid testing algorithm activities must be approved by the Medical Director of DHSP or her/his designee.

O. Partner Services: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:

(a) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to DHSP.

(b) Inform client of the importance and benefits of partner services.

(c) Inform client that representatives of the Public Health Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

(d) Link to HIV medical care within seventy-two (72) hours, and other care and prevention services, as necessary, at least eighty-five percent (85%) of diagnosed persons living with HIV.

(e) Program staff, who shall include, but not be limited to: Certified HIV Counselors; Partner Services counselors; Comprehensive Risk Counseling and Services staff; Health Educators; Case Managers; Disease Investigation Specialists (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis."

4. Paragraph 23, HIV/STD INTEGRATION SCREENING, shall be replaced in its entirety to read as follows:

"23. HIV/STD AND HEPATITIS INTEGRATION: If performing STD and Hepatitis services, STD and Hepatitis testing will be performed in accordance to Revised Attachments II, III, and IV."

5. Attachment V, PAY FOR PERFORMANCE, has been revised and is attached hereto.

**SCHEDULE ___**

_____

**HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT**

| | Budget Period January 1, 2014 through December 31, 2014 |
|---|---|
| Salaries | $ 0 |
| Employee Benefits | $ 0 |
| Total Employee Salaries and Benefits | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $ 0 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE ___**

**PAY FOR PERFORMANCE**

**HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT**

Budget Period
January 1, 2015
through
December 31, 2015

| | | |
|---|---|---|
| Maximum Pay For-Performance Obligation | $ | 0 |

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**EXHIBIT ___**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV), SEXUALLY TRANSMITTED DISEASE (STD), HEPATITIS VIRUS B, AND C (HEPATITIS), MULTIPLE MORBIDITY TESTING PROGRAM SERVICES IN MOBILE UNIT**

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**EXHIBIT ___**

_____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV), SEXUALLY TRANSMITTED DISEASE (STD), HEPATITIS VIRUS, B, AND C (HEPATITIS), MULTIPLE MORBIDITY TESTING PROGRAM SERVICES IN MOBILE UNIT AGREEMENT**

1. Paragraph 2, PERSONS TO BE SERVED, Subparagraph A shall be amended to read as follows:

"2. PERSONS TO BE SERVED:

A. HIV counseling, testing, and referral services shall be provided to populations as described in the Los Angeles County HIV Prevention Plan 2009-2013, who reside in Service Planning Areas (SPAs) ____ and ___ and Supervisorial District __, in accordance with Attachment 1 "Service Delivery Specifications", attached hereto and incorporated herein by reference, or in areas as directed by DHSP. The population served through the program must serve a client population where at least eighty-five percent (85%) of the clients are part of the target critical populations."

2. Paragraph 3, SERVICE DELIVERY SITE(S), shall be amended to read as follows:

"3 SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder are located at: _____ and other sites as approved by DHSP's Director or his designee(s).

Contractor shall submit in writing to DHSP's Director or designee all sites services will be conducted at least thirty (30) days before services will

commence. Contractor shall request approval from DHSP's Director or designee in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location(s).

Contractor shall also submit in writing to DHSP's Director or designee any request to conduct HIV counseling, testing, and referral services at special locations or events at least thirty (30) days prior to the event. DHSP reserves the right to approve or deny all requests/sites and will make such decisions based on the appropriateness of the request."

3. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraphs __ and __ shall be added to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

__ During the period of January 1, 2014 through December 31, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for Multiple Morbidity Testing Program (MMTP) services shall not exceed _____ Dollars ($_____).

Of this amount, _____ Dollars ($_____) is allocated to _____, and _____ Dollars ($_____) is allocated to PFP.

__ During the period of January 1, 2015 through December 31, 2015, that portion of County's maximum obligation which is allocated under this Exhibit for MMTP services shall not exceed _____ Dollars ($_____).

Of this amount, _____ Dollars ($_____) is allocated to _____, and _____ Dollars ($_____) is allocated to PFP."

4. Paragraph 5, COMPENSATION, Subparagraph A shall be amended to read as follows:

"5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement and pay for performance basis not to exceed the maximum as set forth in Schedules _____, and ___ and as described in Attachments ____. Contractor shall be reimbursed according to a DHSP approved model and reimbursement schedule."

5. Paragraph 7, SERVICES TO BE PROVIDED, shall be replaced in its entirety to read as follows:

"7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide non-rapid or rapid HIV, STD, and hepatitis counseling, testing, and referral services in a mobile unit to persons belonging to the target critical populations, in accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; County, DHSP guidelines, California Department of Public Health Office of AIDS (CDPH-OA) guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of DHSP shall notify Contractor of any revisions to DHSP policies and procedures, which shall become part of this

Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as informed by the CDC and CDPH – OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area approved by DHSP. Additionally, Contractor must administer a minimum of sixty (60) tests monthly and must realize an HIV positivity rate equal or higher than the County's prescribed performance measure. DHSP's goal for targeted testing is _____% HIV positivity rate. Contractor shall provide such services as described in Exhibits _____, Scopes of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Provide confidential and/or anonymous testing upon specific request by client.

B. An intervention includes:

(1) Obtain informed consent;

(2) Complete DHSP testing forms;

(3) An offer of a counseling session if client identifies as a member of a critical target population;

(4) Counseling session, as needed;

(5) Collection of specimen;

(6) Disclosure of results;

(7) Referrals to appropriate services.

C. Obtaining informed consent will include completing consent forms, release of information forms, and description of the following:

(1) The process related to each of the testing options, such as how the test is done, duration of the process, the timeframes for getting results, the meaning of test results including preliminary results or the approved rapid testing algorithm in the case of rapid HIV testing, and the reasons for repeat or confirmatory testing;

(2) Relevant information regarding the window period.

(3) The Certified HIV Counselors must clearly explain that the rapid HIV test only refers to obtaining results within a short time frame and not to the time between exposure and identification of infection. If a client has had a recent potential exposure (less than three (3) months) and their test is non-reactive, the client shall be counseled to re-test three (3) months from the potential exposure. If the client decides to have a rapid test, counselors will:

(a) Ensure that the client understands the meaning of test results, including that a reactive preliminary positive result requires confirmatory testing;

(b) Assess client's potential reaction to receiving a reactive rapid test;

(c) Ensure that the client completes a DHSP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance

with the California Code of Regulations. The consent form shall also include a commitment by the client for the collection of a second and/or third specimen (serum or oral fluid) for individuals testing preliminary positive. In addition, all counselors shall be required to follow local guidelines and recommendations pertaining to HIV counseling and testing, HIV rapid testing, and phlebotomy (both venipuncture and finger stick). The Contractor shall fully collect client demographic information using the designated reporting form as provided by DHSP. All information reported on the approved HIV Test Reporting Form(s) shall be voluntarily supplied by the client.

D. Conduct an HIV and STD risk assessment that assists the client in identifying the specific risk behaviors that place them at risk for HIV/AIDS and/or to assist the counseling with determining if the client is a member of a critical target population.

E. Offer a counseling session to all clients who identify as being a member of a critical target population.

F. A counseling session must be client-centered counseling and engage the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV. The client-centered counseling session should accomplish the following:

(1) Improve the client's self-perception of risk;

(2) Support behavior change previously accomplished or attempted by the client;

(3) Negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change his or her behavior;

(4) Support informed decision-making about whether to be tested;

(5) Review the nexus between HIV and STD infections and between alcohol and drug use.

G. The Certified HIV Counselor shall ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and supplemental HIV antibody tests may be performed. All specimens/samples shall be delivered and processed by a State-approved laboratory. Contractor may subcontract with an independent testing laboratory upon approval from DHSP.

H. The Certified HIV Counselor shall review the client's DHSP-endorsed form prior to the disclosure session. The Certified HIV Counselor must personalize and frame the session to the client to establish a comfortable setting and describe the disclosure session steps prior to the disclosure event.

I. The Certified HIV Counselor shall disclose the results, interpret the test result and assess the client's emotional state, counseling needs,

understanding of the test results, need to be re-tested based on the window period and the client's recent HIV risk behaviors. The Certified HIV Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of other persons with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985. The following client-centered disclosure counseling session parameters are recommended based on reported client risk and test results:

(1) High-risk HIV-negative clients a minimum of ten (10) minutes shall be spent in the disclosure counseling session;

(2) Clients testing HIV-positive, a minimum of forty-five (45) minutes shall be spent in the disclosure counseling session, regardless of reported risk behavior.

(3) For clients testing HIV-positive, the following <u>additional</u> topics shall be covered and conducted in the disclosure session;

(a) Information regarding the past or future risk of HIV transmission to sexual and drug using partners, for women of childbearing age or their male partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery, and during the postpartum period;

(b) The active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Los Angeles County Sexually Transmitted Disease Program for Partner Services (PS);

(c) A written assessment of the client's reaction to the positive test result to determine whether referral for psychosocial support services is needed.

(d) The benefits of treatment and an active referral to medical care.

J. The Certified HIV Counselor shall assess the need for referrals and provide specific, written referrals with adequate linkages as appropriate. For the purposes of this Agreement, a linked referral is any referral that is facilitated by the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. HIV, STD and hepatitis counseling, testing, and referral services are provided free of charge and on a confidential basis. At a minimum, referrals to the following services shall be provided based on client's needs and test results: HIV risk reduction, prevention for HIV-infected persons, partner elicitation or referral to partner counseling and referral services, sexually transmitted disease screening, tuberculosis screening, drug treatment, medical outpatient, and mental health services. For HIV-positive clients, written referrals to a minimum of three (3) HIV medical

care providers shall be provided and any other linked referrals appropriate to the immediate health and social needs of the client. The Contractor shall document all linked referrals and referral follow-up for each person served under this Agreement. The linked referral follow-up shall include, but not be limited to, the agency the person was referred to, any appointment(s) made, the client's failure to appear for said appointment, and no-show-follow-up plan, if the confidential tested individual failed to show.

K. Linkage HIV Care: A Linkage to care is the direction of an HIV positive client to medical care. The following linkage to care activities shall be provided by Contractor for all clients who are identified as HIV positive:

(1) Contractor shall track and confirm all completed medical referrals with the medical provider on a DHSP-approved form.

(2) The Certified HIV Counselor shall schedule an appointment for the client at an HIV medical provider site before the end of the session. If an appointment cannot be secured, the Certified HIV Counselor must follow-up with the client and the medical provider to ensure a linkage to medical care was achieved.

L. Confirmatory Testing: All clients receiving a positive result on any rapid test (i.e. preliminary positive with one rapid test, or discordant test results with 2 rapid test) should immediately have a specimen collected for a confirmatory HIV test. A blood draw will be done to collect

the confirmatory specimen, and serum will be sent to the LAC Public Health Laboratory (PHL) for HIV-1 RNA testing, If circumstances exist that a serum specimen cannot be collected, an oral fluid specimen for Western Blot confirmatory testing should be sent to the LAC PHL.

M. Point Of Care Rapid Testing Algorithms for HIV Infection Diagnosis and Improved Linkage to Care Implementation: The Contractor will follow HIV testing algorithm outlines in the Contractor's HIV testing QA Plan. This includes implementing the Point of Care Rapid Testing Algorithms for HIV Infection Diagnosis (RTA) protocol described in Attachment _____. The goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as described in Attachment _____. All rapid testing algorithm activities must be approved by the Director of DHSP or his designee.

N. Partner Services: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and

care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:

(a) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to DHSP.

(b) Inform client of the importance and benefits of partner services.

(c) Inform client that representatives of the Public health Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

(d) Link to HIV medical care within 72 hours, and other care and prevention services, as necessary, at least eighty-five percent (85%) of diagnosed persons living with HIV.

Program staff, who shall include, but not be limited to: Certified HIV Counselors; Partner Service counselors; Comprehensive Risk Counseling and Service staff; Health Educators; Case Managers; Disease Investigation Specialist

(DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case. Program staff adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis."

6. Paragraph 9, STAFF DEVELOPMENT AND TRAINING, Subparagraph B shall be replaced in its entirety to read as follows:

"9. STAFF DEVELOPMENT AND TRAINING:

B. Contractor must ensure that Certified HIV Counselors attend the Partner Services training provided by DHSP and/or the State or CDC."

7. Paragraph 17, DATA COLLECTION SYSTEM, shall be replaced in its entirety to read as follows:

"17. DATA COLLECTION SYSTEM:

***Necessary Requirements of the Contractor***

A. The Contractor should utilize the web-based system identified by DHSP for data collection and generation of client-level data to submit to DHSP.

B. The Contractor should provide and maintain its own data collection hardware and software including a personal computer (PC), monitor, keyboard, mouse and document scanner with the following requirements:

1) For personal computers (PCs) equipped with the Windows 7 operating system, a Virus and Spyware protection software has to be installed onto the hardware as well. If the personal computer (PC) is a laptop, additional PC encryption software is required.

2) The document scanner has to be capable of generating a 300 dpi resolution image in TIF format.

C. DHSP will provide the Contractor with one license per user for the data collection and reporting software.

D. DHSP will provide support regarding the installation and maintenance of the data collection and reporting software:

1) The Contractor should provide and maintain its internet connection. The minimum connection requirement should be a digital subscriber line (DSL).

2) The Contractor will be responsible for protecting the data as described in the California Department of Public Health, Office of AIDS, HIV Counseling and Testing Guidelines and DHSP HIV Testing Guidelines, including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

3) Personal computers (PCs) that are utilized to perform data entry on PHI data must be equipped with Privacy filter screens?

***Data System Support Assistance***

A. The contractor may seek assistance from DHSP Data Support for software installation, training, and troubleshooting, as well as strategies for data collection/reporting. The contractor may also seek DHSP Data Support assistance for internet connection to DHSP Data Center. DHSP Data Support will be available to assist the Contractor with matters regarding DHSP Data Center internet connection whether or not the connection is Client to LAN ***or*** LAN to LAN:

1) DHSP Data Support will comply with the standards of DHSP's approved data collection and reporting protocols.

2) DHSP Data Support will comply with L.A. County and PHIS security compliance and best practices.

B. Data forms or electronic data should be submitted to DHSP within seven (7) calendar days. All HIV-positive tester data should be submitted within two (2) calendar days. Confirmatory testing and HIV Incidence data should be submitted within seven (7) calendar days of a patient/client's confirmatory HIV test from a "laboratory"."

8. Paragraph 23, HIV/STD INTEGRATION, shall be revised to read as follows:

"23. HIV/STD INTEGRATION: STD and Hepatitis testing will be performed in accordance to Revised Attachments II, III, and IV."

9. Paragraph 31, QUALITY ASSURANCE PLAN FOR RAPID TESTING, shall be amended to read as follows:

"31. HIV TESTING PROCEDURES AND QUALITY ASSURANCE PLAN FOR HIV/STD AND HEPATITIS TESTING:

A. Contractor shall submit a Quality Assurance Plan for each site where rapid HIV testing or conventional HIV testing, STD and Hepatitis testing will take place. The QA Plan should include, but not be limited to: testing algorithms, testing process, client flow, testing process, partner services plan, rapid testing and linkage to care activities. The plan must be submitted thirty (30) days prior to the expected start date of providing services.

B. A site visit will be conducted by DHSP Director or his/her designee to determine if the site meets the requirements to conduct rapid HIV testing. These requirements include, but are not limited to; a valid CLIA Certificate, storage of test kits that are clear of debris and are within the temperature ranges of the rapid test kits used; appropriate storage for control kits; a counseling area that is separate from where the specimen is being processed; and that universal precaution measures and materials are in place.

C. After the initial site approval, a Site Assessment will be conducted at least annually."

10. Attachment V, PAY FOR PERFORMANCE, has been revised and is attached hereto.

**SCHEDULE ___**

_____

**HIV, STD, HEPATITIS, MULTIPLE MORBIDITY TESTING PROGRAM SERVICES IN MOBILE UNIT**

| | Budget Period January 1, 2014 Through December 31, 2014 |
|---|---|
| Salaries | $ 0 |
| Employee Benefits | $ 0 |
| Total Salaries and Benefits | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $ 0 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE __**

_____

**PAY FOR PERFORMANCE**

**HIV, STD, HEPATITIS, MULTIPLE MORBIDITY TESTING PROGRAM SERVICES IN MOBILE UNIT**

Budget Period
January 1, 2014
Through
December 31, 2014

| | |
|---|---|
| Maximum Pay for Performance Obligation | $0 |

During the term of this Agreement, Pay for Performance reimbursements will occur mid-year and year end. Invoices and cost reports must be submitted and will be reimbursed in accordance with pay for performance measures.

**SCHEDULE ___**

_____

**HIV, STD, HEPATITIS, MULTIPLE MORBIDITY TESTING PROGRAM SERVICES IN MOBILE UNIT**

| | Budget Period January 1, 2015 through December 31, 2015 |
|---|---|
| Salaries | $ 0 |
| Employee Benefits | $ 0 |
| Total Salaries and Benefits | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $ 0 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE __**

_____

**PAY FOR PERFORMANCE**

**HIV, STD, HEPATITIS, MULTIPLE MORBIDITY TESTING PROGRAM SERVICES IN MOBILE UNIT**

Budget Period
January 1, 2015
Through
December 31, 2015

| | |
|---|---|
| Maximum Pay for Performance Obligation | $0 |

During the term of this Agreement, Pay for Performance reimbursements will occur mid-year and year end. Invoices and cost reports must be submitted and will be reimbursed in accordance with pay for performance measures.

**Revised Attachment I**

**Recommendations for Two-test HIV Rapid Testing Algorithms**

**Figure 1. Two-test HIV rapid test algorithm with a Oral screening test**

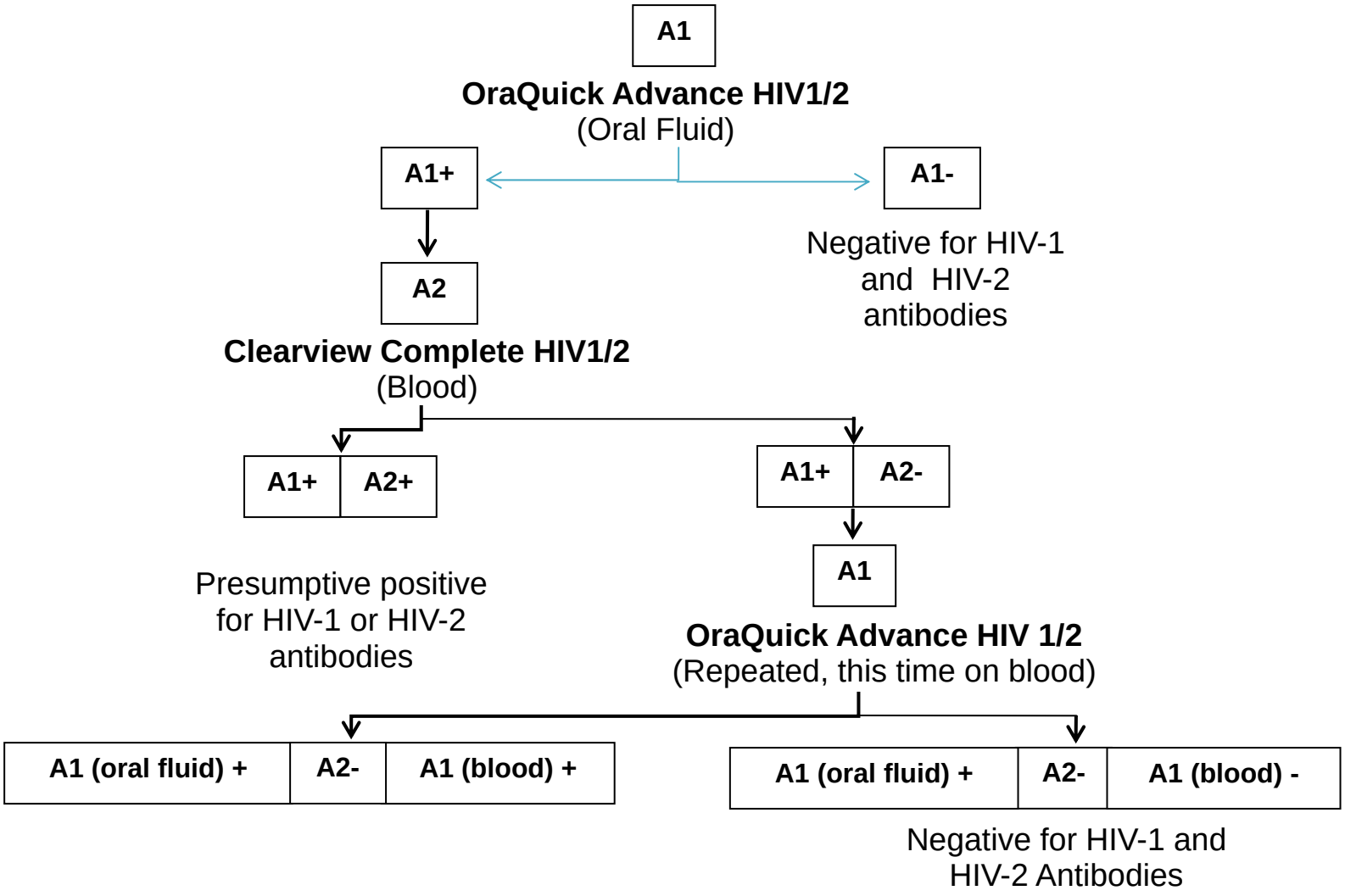
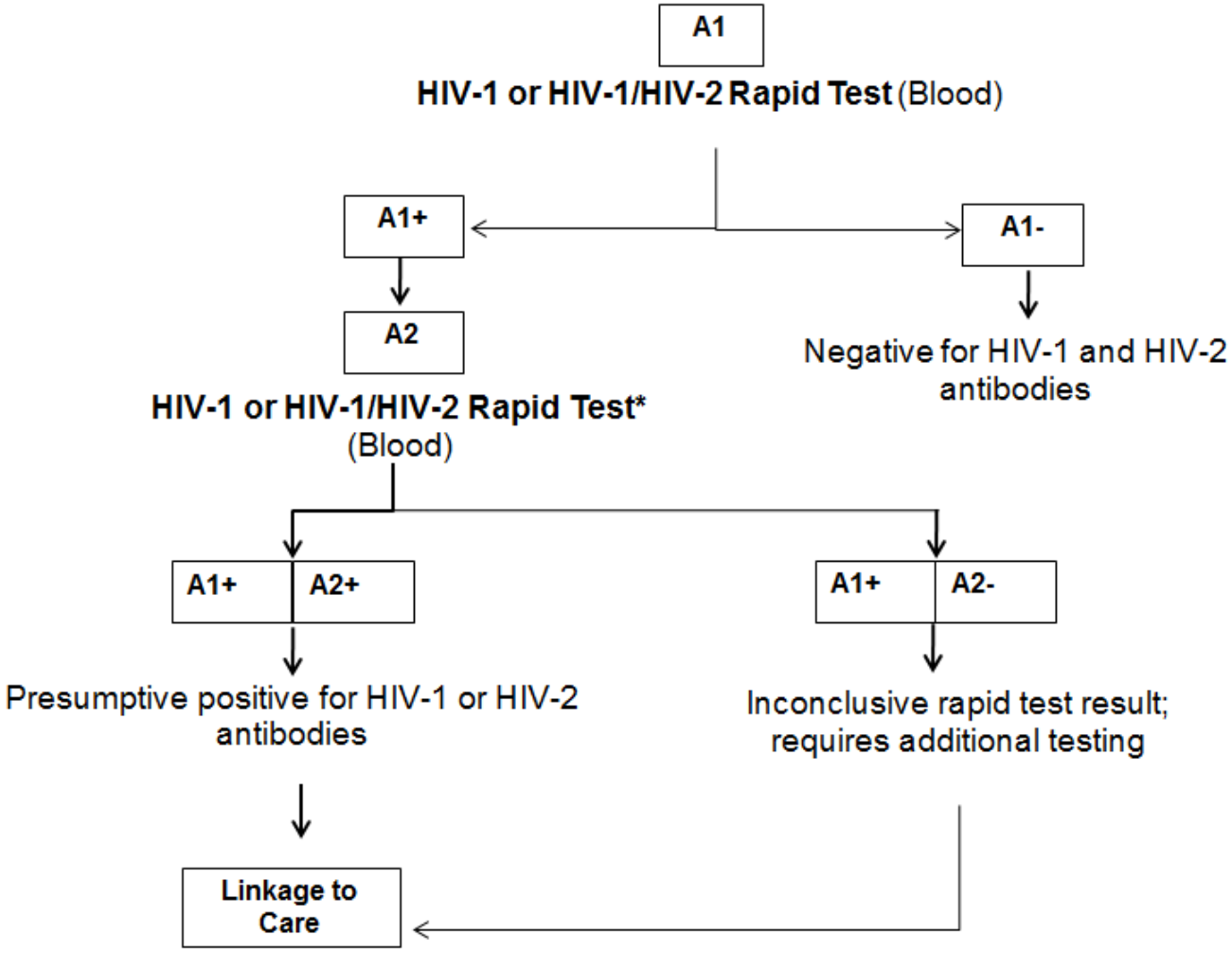


**Figure 2. Two-test HIV rapid test algorithm with an oral specimen screening test**



**Revised Attachment II**

# STD and Hepatitis Guidelines

**Table 1: Interpretation and Management of STD and Hepatitis Screening Test Results**

**For when to use each test, see 'STD and Hepatitis Screening Recommendations' table**

| DISEASE | SCREENING TESTS | INTERPRETATION | | RECOMMENDATIONS |
|---|---|---|---|---|
| | | **Negative** | **Positive** | |
| **Syphilis** | Non Treponemal Test<br>• RPR<br><br>If reactive, lab will perform a confirmatory (Treponemal) test<br>• TPPA | No Infection unless early syphilis is suspected (see footnote*) | Syphilis, <u>or</u><br><br>Old treated syphilis, <u>or</u><br><br>False positive result | If RPR and confirmatory test positive:<br>Refer for further evaluation and possible treatment and management of partner(s) if indicated.<br><br>If RPR positive and TPPA negative, refer for further assessment |
| **Gonorrhea** | Nucleic Acid Amplification Tests (NAAT)<br>• Urine or self-collected vaginal swab (preferred in women)<br>• Rectal**<br>• Pharyngeal** | No infection | Infection*** | If NAAT positive***: Refer for treatment of client and management of partner(s) |

| | | | | |
|---|---|---|---|---|
| **Chlamydia** | Nucleic Acid Amplification Tests (NAAT)<br>• Urine or self-collected vaginal swab (preferred in women)<br>• Rectal ** | | | Retest for repeat infection at 3 months after treatment or anytime the client returns within 1-12 months |
| **Trichomonas** | Nucleic Acid Amplification Tests (NAAT)<br>• Female urine or self-collected vaginal swab (preferred) | | | |
| **Hepatitis B** | Hep B surface antigen (HBsAg) | No acute or chronic hepatitis B infection, unless exposed in last 10 weeks (see footnote****) | Acute or chronic hepatitis B infection<br><br>Possible false positive result (if confirmatory test not done or recent hep B vaccine given) | If HBsAg positive: Refer for further evaluation of client and, if confirmed, screening and vaccination of household and sexual partners. |
| **Hepatitis C** | Hep C antibody (Hep C Ab) | No infection unless exposed in last 6 months | Past or present infection<br><br>Possible false positive result | If Hep C Ab positive:<br>Refer for further evaluation |

* Prozone phenomenon: when the screening test result is very high, the test may read falsely negative. If syphilis infection is suspected; refer for further evaluation and treatment

**Pharyngeal and rectal NAATs are not FDA approved so should only be sent to laboratories that have performed the necessary validation. The LAC PHL has validated gonorrhea and chlamydia testing of rectal specimens and gonorrhea testing of throat specimens.

*** There is a possibility of a false positive result, especially in low risk individuals. Refer for further evaluation in such cases.

**** This result cannot show if client has been infected in the past and recovered or if never infected and therefore susceptible to infection in future

## Revised Attachment III

**Table 2: Interpretation of serologic test results for Hepatitis B virus infection**

**Note: HBSAb testing is only indicated for pre-vaccine screening in settings where hepatitis vaccine is available.**

| HBsAg | HBsAb | Interpretation |
|---|---|---|
| - | - | *Susceptible |
| + | - | **Either acute or chronic infection |
| - | + | Past infection or vaccination (***immune) |

* Susceptible: can get infected with Hepatitis B, REFER for Hepatitis B vaccination
** REFER for further evaluation and treatment
*** Immune: means that they are protected from acquiring hepatitis B infection and do not need Hepatitis B vaccine at this time

## Revised Attachment IV

**Table 3: STD and Hepatitis Screening Recommendations**

**Consider screening clients not listed below if they are at risk**

**Consider screening those at increased risk more frequently**

| DISEASE | SCREENING TESTS |
|---|---|
| **Syphilis** | **Men who have sex with men (MSM)**<br>• Screen annually<br><br>**Transgender individuals**<br>• Screen as appropriate according to risk behavior |
| **Gonorrhea / Chlamydia** | **Females <25 years of age**<br>• Screen annually<br>• 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection<br><br>**Females >25 years of age** - screen if risk factors e.g.<br>• History of chlamydia or gonorrhea infection, particularly in past 24 months<br>• More than one sex partner in past year<br>• Suspects recent partner may have had concurrent partners<br>• New sex partner in past 3 months<br>• Exchanged sex for drugs/money in past year<br>• African American women up to age 30<br>• High local community prevalence of infection<br>• 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection<br><br>**Heterosexual men** - screen according to risk e.g.<br>• Screen for chlamydia if had chlamydia in past 24 months<br>• 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection<br><br>**Men who have sex with men (MSM)**<br>• Screen annually for<br>o Chlamydia: urine, and rectal if exposed<br>o Gonorrhea: urine, and rectal and/or throat if exposed<br>• 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection<br><br>**Transgender individuals**<br>• Screen as appropriate according to risk behavior<br>• 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection |

| | |
|---|---|
| **Trichomononas** (females only) | **Consider screening females if high risk** e.g.<br>• History of STD<br>• New or multiple sex partners,<br>• Exchanged sex for drugs/money in past year<br>• IDU<br>• 3 months (or anytime they return 1-12 months) after treatment for trichomonas infection |
| **Hepatitis B** | **IDU**<br>• Screen<br><br>**MSM**<br>• Screen at least once<br><br>**Sex or household contact of person with acute or chronic hepatitis B**<br>• Screen (also refer for hep B vaccination) |
| **Hepatitis C** | **IDU** (even once)<br>• Screen |

Pregnant women should be screened for CT, GC, syphilis, HIV and hepatitis B as part of routine prenatal care. Refer if not in care.

All individuals infected with HIV should be screened for CT, GC, trichomonas, syphilis, HSV-2, HIV, hep B and hep C, including rectal and throat screening if indicated. Refer if not in care for HIV care and STD screening

Reference (except for trichomonas): adapted from the **California Sexually Transmitted Disease (STD) Screening Recommendations 2010** http://www.cdph.ca.gov/pubsforms/Guidelines/Documents/CA-STD-Screening-Recommendations.pdf which are based on guidelines for STD screening from the Centers for Disease Control and Prevention, U.S.Preventive Services Task Force, Infectious Disease Society of America, Region IX Infertility Prevention Project, and the California STD Control Branch. In populations for whom no recommendations exist, screening should be based on risk factors, local epidemiology and prevalence of specific STDs in the particular clinical setting.
Reference for trichomonas guidelines: **CDC STD treatment guidelines 2010** http://www.cdc.gov/std/treatment/2010/toc.htm

**Revised Attachment V**

## PAY FOR PERFORMANCE GUIDELINES

Payment for services provided shall be subject to the Pay for Performance provisions described below.

Providers will qualify for additional reimbursement incentives if performance on each of the performance measurements – number of HIV tests, new HIV positivity rate, linkage to care, and partner services – meets or exceeds the pre-established threshold for compliance as indicated in the chart.

The performance measures are based on the National HIV/AIDS Strategy goals and a measurement period from January 2010 through December 2012.

Providers will receive additional reimbursement to their Base budget (cost reimbursement) from the Pay for Performance budget. The Pay for Performance budget will be submitted by providers and paid, as applicable, quarterly.

The performance measure, payment schedule, and threshold for compliance are as follows:

| Performance Measure Name | Performance Measure* | Rate of Reimbursement – Percent of PFP Budget | Threshold for Compliance |
|---|---|---|---|
| Number of HIV Tests | # of Tests indicated in Scope of Work | 20% | 85% |
| New HIV Positivity Rate | 1.03% | 50% | Must meet measure |
| Documented Linkage to Medical Care for HIV positive testers | 85% | 15% | Must meet measure |
| | 75% | 12% | Must meet measure |
| | 70% | 10% | Must meet measure |
| Partner Services - Referring Index Case and any Partner Information to the Department of Public Health | 100% of new HIV Positive Testers | 15% | Must meet measure |

*Performance Measures and rates of reimbursement may change, as determined by the Division of HIV and STD Programs (DHSP).

Data for the performance measures will be verified by DHSP's data management system. It is the provider's responsibility to ensure that all data is accurate and submitted to DHSP in a timely manner to ensure accurate analysis.

**Base Budget (Cost Reimbursement) and Pay for Performance Budget**

Each HIV testing program's Budget is comprised of two (2) budgets- a Base Budget (Cost Reimbursement) and a Pay for Performance Budget. The combination of the two (2) budgets comprises the total program budget, or maximum obligation. The Pay for Performance Budget comprises 40% of the total program budget.

DHSP reserves the right to adjust reimbursement if data verification activities result in changes in the submitted performance measure.

Contract No. PH-001577-1

# HUMAN IMMUNODEFICIENCY VIRUS (HIV) ROUTINE AND STOREFRONT TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS SERVICES AGREEMENT

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Contract No. PH-001577-1

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)**
**ROUTINE AND STOREFRONT TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS SERVICES AGREEMENT**

THIS AMENDMENT is made and entered into this _____ day of _____, 2014,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and T.H.E. CLINIC, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) ROUTINE HIV TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS-EXPANDED TESTING INITIATIVE SERVICES AGREEMENT ", dated October 19, 2010, and further identified as Agreement Number PH-001577, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, the title of the Agreement formerly known as “HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) ROUTINE HIV TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS-EXPANDED TESTING INITIATIVE SERVICES AGREEMENT”, has been changed to “HUMAN IMMUNODEFICIENCY VIRUS (HIV) ROUTINE AND STOREFRONT TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS SERVICES AGREEMENT”; and

WHEREAS, County has been awarded grant funds from Centers for Disease Control and Prevention (hereafter "CDC"), Comprehensive HIV Prevention Project (hereafter "CHPP") Catalog of Federal Domestic Assistance Number 93.940; and

WHEREAS, County has established Division of HIV and STD Programs (hereafter "DHSP") formerly known as Office of AIDS Programs and Policy (OAPP) under the administrative direction of County's Department of Public Health (hereafter "DPH"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective January 1, 2014.

2. The first paragraph of Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence on October 19, 2010 and shall continue in full force and effect through December 31, 2015 subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS herein."

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph D, shall be amended and Subparagraphs E and F, shall be added to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

D. During the period September 30, 2013 through December 31, 2013, the maximum obligation of County for all HIV Routine Testing services provided hereunder shall not exceed Twenty-Five Thousand Dollars ($25,000).

Such maximum obligation is comprised of federal CDC CHPP funds. This sum represents the total maximum obligation of County as shown in Schedule 4 Revised, attached hereto and incorporated herein by reference.

E. During the period January 1, 2014 through December 31, 2014, the maximum obligation of County for all HIV Routine and Storefront Testing services provided hereunder shall not exceed One Hundred Thousand Dollars ($100,000).

Such maximum obligation is comprised of federal CDC CHPP funds. This sum represents the total maximum obligation of County as shown in Schedules 5, 6, and 7, attached hereto and incorporated herein by reference.

F. During the period January 1, 2015 through December 31, 2015, the maximum obligation of County for all HIV Routine and Storefront Testing services provided hereunder shall not exceed One Hundred Thousand Dollars ($100,000).

Such maximum obligation is comprised of federal CDC CHPP funds. This sum represents the total maximum obligation of County as shown in Schedules 8, 9, and 10, attached hereto and incorporated herein by reference."

4. Paragraph 5, COMPENSATION, shall be amended to read as follows:

"5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 4 Revised, 5, 6, 7, 8, 9, and 10 and the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

5. Paragraph 7, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be replaced in its entirety to read as follows:

"7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit(s), Schedule(s) and/or Budget(s) category in this Agreement where such funds can be more effectively used by Contractor, up to twenty-five percent (25%) above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a

significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source, following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period."

6. Paragraph 11, INDEMNIFICATION, shall be amended to read as follows:

"11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees."

7. Paragraph 12, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE, Subparagraphs C and D, shall be amended to read as follows:

"12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement."

8. Paragraph 21, ALTERATION OF TERMS, shall be replaced in its entirety to read as follows:

"21 ALTERATION OF TERMS/AMENDMENTS

A. The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or

regulations may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Agreement shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 21.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit extensions or adjustments of the contract term; the rollover of unspent Agreement funds; and/or an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Agreement.

D. Notwithstanding Paragraph 21.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit modifications to or within budget categories and corresponding adjustment of the scope of work tasks

and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Agreement."

8. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

9. Effective on the date of this Amendment, Exhibit A-8 shall be replaced by Exhibit A-8 Revised; Exhibits A.1, E,A-9, A-10, E, E-1, and E-2, SCOPE(S) OF WORK FOR ROUTINE AND STOREFRONT HIV TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS SERVICES, shall be attached hereto and incorporated herein by reference

10. Effective on the date of this Amendment, Schedule 4 shall be replaced by Schedule 4 Revised; Schedules 5, 6, 7, 8, 9, and 10, BUDGETS FOR ROUTINE AND STOREFRONT HIV TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS SERVICES, shall be attached hereto and incorporated herein by reference.

11. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

By __T.H.E. CLINIC, INC._____
Contractor

_____
Signature

_____
Printed Name

Title_____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#02802:jlm

**EXHIBIT A.1**

# ROUTINE HUMAN IMMUNODEFICIENCY VIRUS (HIV) TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS SERVICES AGREEMENT

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**EXHIBIT A.1**

**T.H.E. CLINIC, INC.**

**ROUTINE HUMAN IMMUNODEFICIENCY VIRUS (HIV)
TESTING IN NON-COUNTY OPERATED
CLINICAL SETTINGS SERVICES AGREEMENT**

1. Paragraph 2, PERSONS TO BE SERVED, shall be amended to read as follows:

"2. PERSONS TO BE SERVED: Routine HIV testing services shall be provided to eligible at-risk persons from all Service Planning Area (SPA) of Los Angeles County, that meet the following criteria: (1) age 12 years old and over, (2) are not in critical condition, (3) are not previously known to be HIV infected, (4) are without unstable psychiatric condition, (5) are not under the influence of alcohol and other illicit drugs, and (6) are not identified as a prisoner or detainee."

2. Paragraph 4, COUNTY'S MAXIMUM OBLIGATION, Subparagraph D shall be amended and Subparagraphs E and F, shall be added to read as follows:

"4. COUNTY'S MAXIMUM OBLIGATION:

D. During the period September 30, 2013 through December 31, 2013, that portion of County's maximum obligation which is allocated under this Exhibit for Routine HIV Testing in Clinical settings services shall not exceed Twenty-Five Thousand Dollars ($25,000).

E. During the period January 1, 2014 through December 31, 2014, that portion of County's maximum obligation which is allocated under this

Exhibit for Routine HIV Testing in Clinical Settings services shall not exceed Forty Thousand Dollars ($40,000).

E. During the period January 1, 2015 through December 31, 2015, that portion of County's maximum obligation which is allocated under this Exhibit for Routine HIV Testing in Clinical Settings services shall not exceed Forty Thousand Dollars ($40,000)."

3. Paragraph 5, COMPENSATION, shall be replaced in its entirety to read as follows:

"5. COMPENSATION:

County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 4 Revised, 5, and 8, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

4. Paragraph 6, SERVICES TO BE PROVIDED, shall be amended to read as follows:

"6. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide routine HIV testing in clinical settings as described in the Centers for Disease Control and Prevention (CDC) Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health-Care Settings, MMWR, September 22, 21006, 20155m Bi, I-R 1-14. The CDC recommends that diagnostic HIV testing and opt-out HIV screening be part of routine clinical care in all health-care settings while also preserving the patient's

option to decline HIV testing and ensuring a provider-patient relationship conducive to optimal clinical and prevention care. Services include:

A. Screening for HIV Infection: In all health-care settings, screening for HIV infection should be performed routinely for all patients aged 13 to 64 years; all patients initiating treatment for TB should be screened routinely for HIV infection; all patients seeking treatment for STDs, including all patients attending STD clinics, should be screened routinely for HIV during each visit for a new complaint, regardless of whether the patient is known or suspected to have specific behavior risks for HIV infection.

B. Repeat Screening: Health-care providers should subsequently test all persons likely to be at high risk for HIV at least annually. Persons likely to be at high risk include injection-drug users and their sex partners, persons who exchange sex for money or drugs, sex partners of HIV-infected persons, and MSM or heterosexual persons who themselves or whose sex partner have had more than one sex partner since their most recent HIV test. Health-care providers should encourage patients and their prospective sex partners to be tested before initiating a new sexual relationship. Repeat screening of persons not likely to be at high risk for HIV should be performed on the basis of clinical judgment; unless recent HIV test results are immediately available. Any person whose blood or body fluid is the source of an occupational exposure for a health-care

provider should be informed of the incident and tested for HIV infection at the time the exposure occurs.

C. Consent and Pretest Information: Screening should be voluntary and undertaken only with the patient's knowledge and understanding that HIV testing is planned; and patients should be informed verbally or in writing that HIV testing will be performed unless they decline (opt-out screening). Verbal or written information should include an explanation of HIV infection and the meanings of positive and negative test results, and the patient should be offered an opportunity to ask questions and to decline testing. With such notification, consent for HIV screening should be incorporated into the patient's general informed consent for medical care on the same basis as are other screening or diagnostic tests; therefore a separate consent form for HIV testing is not recommended. Easily understood information materials should be made available in the languages of the commonly encountered populations within the service area. The competence of interpreters and bilingual staff to provide language assistance to patients with limited English proficiency must be ensured. If a patient declines an HIV test, this decision should be documented in the medical record.

D. Diagnostic Testing for HIV Infection: All patients with signs or symptoms consistent with HIV infection or an opportunistic illness characteristic of AIDS should be tested for HIV. Clinicians should maintain a high level of suspicion for acute HIV infection in all patients

who have compatible clinical syndrome and who report recent high-risk behavior. When acute retroviral syndrome is a possibility, a plasma RNA test should be used in conjunction with an HIV antibody test to diagnose acute HIV infection. Patients or persons responsible for the patient's care should be notified verbally that testing is planned, advised of the indication for testing and the implications of positive and negative test results, and offered an opportunity to ask questions and to decline testing. With such notification, the patient's general consent for medical care is considered sufficient for diagnostic HIV testing.

E. Recommendations for HIV Screening for Pregnant Women and Their Infants:

(1) Universal Opt-Out Screening: All pregnant women should be screened for HIV infection. Screening should occur after a woman is notified that HIV screening is recommended for all pregnant patients and that she will receive an HIV test as part of the routine panel of prenatal tests unless she declines (opt-out screening). HIV testing must be voluntary and free from coercion. No woman should be tested without her knowledge. Pregnant women should receive verbal or written information that includes an explanation of HIV infection, a description of interventions that can reduce HIV transmission from mother to infant, the meaning of positive and negative test results; and should be offered an opportunity to ask questions and to decline testing.

No additional process or written documentation of informed consent beyond what is required for other routine prenatal test should be required for HIV testing  If a patient declines an HIV test, this decision should be documented in the medical record.

(2)  Addressing Reasons for Declining Testing:  Providers should discuss and address reasons for declining a HIV test (e.g., lack of perceived risk; fear of the disease; and concerns regarding partner violence or potential stigma or discrimination); women who decline an HIV test because they have had a previous negative test result should be informed of the importance of retesting during each pregnancy; logical reasons for not testing should be resolved, women who initially decline an HIV test might accept at a later date.).  Women who continue to decline testing should be respected and shall be documented in the medical record.

(3)  Timing of HIV Testing:  To promote informed and timely therapeutic decisions, health-care providers should test women for HIV as early as possible during each pregnancy.  Women who decline the test early in prenatal care should be encouraged to be tested at a subsequent visit.  It is cost-effective even in areas of low prevalence to perform a second HIV test and recommended for all pregnant women during the third trimester (preferably <36 weeks of gestation), who meet any of the following criteria: (1) women who receive health care in facilities in which prenatal screening identifies

at least one HIV-infected pregnant woman per 1,000 women screened; (2) women who are known to be at high risk for acquiring HIV (e.g., injection-drug users and their sexual partners, women who exchange sex for money or drugs, women who are sex partners of HIV-infected persons, and women who have had more than one sex partner during this pregnancy); (3) women who have signs or symptoms with acute HIV infection. When acute retroviral syndrome is a possibility, a plasma RNA test should be used in conjunction with an HIV antibody test to diagnose acute HIV infection.

(4) Rapid Testing During Labor: Any women with undocumented HIV status at the time of labor should be screened with a rapid HIV test unless she declines. Reasons for declining a rapid test should be explored. Immediate initiation of appropriate antiretroviral prophylaxis should be recommended to women on the basis of a reactive rapid test result without waiting for the result of a confirmatory test.

(5) Postpartum/Newborn Testing: When a women's HIV status is still unknown at the time of delivery, she should be screened immediately with a rapid HIV test unless she declines (opt-out screening). When the mother's HIV status is "unknown" at the postpartum stage, then it is recommended that a HIV rapid testing be performed of the newborn as soon as possible after birth

so antiretroviral prophylaxis can be offered to HIV-exposed infants. Mothers should be informed that identifying HIV antibodies in their newborn indicates that they are infected. For infants who are in foster care and whose biological mothers have not been tested for HIV, the person legally authorized to provide consent for the infant should be informed that a rapid HIV testing is recommended and the benefits of neonatal antiretroviral prophylaxis are best realized when it is initiated <12 hours after birth.

(6) Confirmatory Testing: In cases where laboratory test results are uncertain, HIV infection status should be resolved before final decisions are made regarding reproductive options, antiretroviral therapy, cesarean delivery, or other interventions. If the confirmatory test result is not available before delivery, immediate initiation of appropriate antiretroviral prophylaxis should be recommended to reduce the risk for prenatal transmission of any pregnant woman whose HIV screening test result is reactive.

F. Communication of Test Results: Definitive mechanism should be established to inform patients of their test results. HIV-negative test results may be conveyed without direct personal contact between the patient and the health-care provider. Persons known to be at high risk for HIV infection also should be advised of the need for periodic retesting and should be offered prevention counseling. HIV-positive test results should be communicated confidentially through personal contact by a clinician,

nurse, mid-level practitioner, counselor, or other skilled staff. Because of the risk of stigma and discrimination, family or friends should not be used as interpreters to disclose HIV-positive test results to patients with limited English proficiency. Active efforts are essential to ensure that HIV-infected patients receive their positive test results and linkage to clinical care, counseling, support, and prevention services. If the necessary expertise is not available in the health-care venue in which screening is performed, arrangements should be made to obtain necessary organization. Health-care providers should be aware that the Privacy Rule under the Health Insurance Portability and Accountability Act of 1996 (HIPPA) prohibits use or disclosure of a patient's health information, including HIV status, without the patient's permission.

G. Documentation of HIV Test Results: Positive or negative HIV test results should be documented in the patient's confidential medical record and should be readily available to all health-care providers involved in the patient's clinical management. The HIV test result of a mother also should be documented in the medical record of her infant. If the mother's HIV test result is positive, maternal health-care providers should, after obtaining consent from the mother, notify pediatric care providers of the after birth of an HIV-exposed infant and of any anticipated complications. If HIV is diagnosed in the infant first, health-care providers should discuss the health implications with the mother and help her to obtain care.

H. Clinical Care for HIV-Infected Persons: Persons who are HIV diagnosed need to be thoroughly evaluated by a clinical care provider of their health status and immune function to determine their need for antiretroviral treatment or other therapy. HIV-infected persons should receive or be referred for clinical care promptly, consistent with USPHS guidelines for management of HIV-infected persons. HIV-exposed infants should receive appropriate antiretroviral prophylaxis to prevent perinatal HIV transmission as soon as possible after birth and begin trimethoprim-sulfamethoxazole prophylaxis at age 4-6 weeks to prevent Pneumocystis pneumonia. They should receive subsequent clinical monitoring and diagnostic testing to determine their HIV infection status.

I. Prevention Services for HIV-Negative Persons: HIV screening should not be contingent on an assessment of patients' behavioral risks. However, assessment of risk for infection with HIV and other STDs and provision of prevention information should be incorporated into routine primary care of all sexually active persons when doing so does not pose a barrier to HIV testing. Informing the patient that routine HIV testing will be performed offers an opportunity for them to discuss their HIV infection and risk information, even when it is not sought. Patients found to have risk behaviors (e.g., MSM or heterosexuals who have multiple sex partners, persons who have received a recent diagnosis of an STD, persons who exchange sex for money or drugs, or persons who engage in substance abuse) and those who want assistance with changing behaviors should be

provided with or referred to HIV risk-reduction services (e.g., drug treatment, STD treatment, and prevention counseling). In health-care settings, prevention counseling need not be linked explicitly to HIV testing. Patients might be more likely to think about their risk and HIV reduction at the time of HIV testing. Prevention counseling should be offered or made available through referral in all health-care related facilities serving patients at high risk for HIV in which information on HIV risk behaviors is elicited routinely. Additionally, Contractor shall provide such services as described in Exhibits A-8 Revised, A-9 and A-10, Scopes of Work, attached hereto and incorporated herein by reference.

J. Partner Services (PS): is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:

(a) Inform DHSP PS staff about each newly identified HIV-positive patient.

(b) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected, and/or partners are tested for HIV, send information to DHSP.

(c) Inform patient of the importance and benefits of partner services.

(d) Inform patient that representatives of the Public Health Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

(e) Link to HIV medical care within 72 hours, and other care and prevention services, as necessary, at least eighty-five percent (85%) of diagnosed persons living with HIV.

(f) Program staff, who shall include, but not be limited to: HIV Test Counselors; Partner Services counselors, Comprehensive Risk Counseling and Service staff; Health Educators; Case Managers; clinic staff at routine testing sites; Disease Investigation Specialist (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client’s case. Program staff shall adhere to

Health Insurance Portability and Accountability Act of 1996 (HIPPA) regulations throughout the pre-interview analysis.

K. Linkage to care: A Linkage to Care is the direction of an HIV positive client to medical care. For all partners who are identified as HIV-positive, Contractor shall complete a medical care referral within 72 hours of diagnosis. Staff is expected to provide the client with a medical appointment, unless the patient explicitly requests to do it his/herself. Staff shall ensure that the patient attends the appointment and follow up with patient if referral was not competed.

L. HIV/STD Integrated Services: If directed by DHSP, the Contractor shall follow the guidelines as specified in Revised Attachments II, III and IV."

5. Paragraph 9, ADDITIONAL STAFFING REQUIREMENTS, shall be amended to read as follows:

"9. ADDITIONAL STAFFING REQUIREMENTS:

A. Contractor shall provide HIV Counseling and Testing services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits A.1, A-8Revised, A-9 and A-10 Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor must ensure that at least one staff attend the Partner Services training provided by DHSP or its designee.

C. Failure of Contractor to abide by this requirement may result in the suspension or immediate termination of this Agreement at the Director's sole discretion."

6. Paragraph 12, DATA COLLECTION SYSTEM, shall be amended to read as follows:

"12. DATA COLLECTION SYSTEM:

**Necessary Requirement of the Contractor**

A. The Contractor should utilize the web-based system identified by DHSP for data collection and generation of client-level data to submit to DHSP.

B. The Contractor should provide and maintain its own data collection hardware and software including a personal computer (PC), monitor, keyboard, mouse and document scanner with the following requirements:

(1) For personal computers (PCs) equipped with the Windows 7 operating system, a Virus and Spyware protection software has to be installed onto the hardware as well. If the personal computer (PC) is a laptop, additional PC encryption software is required.

(2) The document scanner has to be capable of generating a 300 dpi resolution image in TIF format.

C. DHSP will provide the Contractor with one license per user for the data collection and reporting software.

D. DHSP will provide support regarding the installation and maintenance of the data collection and reporting software:

(1) The Contractor should provide and maintain its internet connection. The minimum connection requirement should be a digital subscriber line (DSL).

(2) The Contractor will be responsible for protecting the data as described in the California Department of Public Health, Office of AIDS, HIV Counseling and Testing Guidelines and DHSP HIV Testing Guidelines, including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

(3) Personal computers (PCs) that are utilized to perform data entry on PHI data must be equipped with Privacy filter screens.

**Data System Support Assistance**

A. The contractor may seek assistance from DHSP Data Support for software installation, training, and troubleshooting, as well as strategies for data collection/reporting. The contractor may also seek DHSP Data Support assistance for internet connection to DHSP Data Center. DHSP Data Support will be available to assist the Contractor with matters regarding DHSP Data Center internet connection whether or not the connection is Client to LAN ***or*** LAN to LAN:

(1) DHSP Data Support will comply with the standards of DHSP's approved data collection and reporting protocols.

(2) DHSP Data Support will comply with L.A. County and PHIS security compliance and best practices.

B. Data forms or electronic data should be submitted to DHSP within seven (7) calendar days. All HIV-positive tester data should be submitted within two (2) calendar days.

C. Confirmatory testing and HIV Incidence data should be submitted within seven (7) calendar days of a patient/client's confirmatory HIV test from a "laboratory"."

7. Paragraph 22, RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE RESEARCH STUDY OR IMPLEMENTATION, shall be replaced in its entirety to read as follows:

"22. RAPID TESTING ALGORITHMS FOR HIV INFECTION DIAGNOSIS AND IMPROVED LINKAGE TO CARE: The Contractor shall follow the HIV testing algorithm outlined in the Contractor's HIV testing QA Plan. This includes implementing the Point of Care Rapid Testing Algorithms (RTA) for HIV Infection Diagnosis and Improved Linkage to Care protocol described in Attachment I Revised, as well as any additional laboratory based diagnostic assays and/or algorithms outlined in the agency's QA Plan. The goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing

algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as described in Attachment I Revised. All rapid testing algorithm activities must be approved in writing by the Medical Director of DHSP or her/his designee."

8. Paragraph 26, HIV TESTING PROCEDURES AND QUALITY ASSURANCE PLAN FOR HIV TESTING, shall be added to read as follows:

"26. HIV TESTING PROCEDURES AND QUALITY ASSURANCE PLAN FOR HIV TESTING:

A. Contractor shall submit a Quality Assurance Plan for each site where rapid HIV testing or conventional HIV testing, will take place. The QA Plan should include, but not be limited to: testing algorithms, testing process, client flow, testing process, partner services plan, rapid testing and linkage to care activities. The plan must be submitted thirty (30) days prior to the expected start date of providing services.

B. A site visit will be conducted by DHSP Director or his/her designee to determine if the site meets the requirements to conduct rapid HIV testing. These requirements include, but are not limited to; a valid CLIA Certificate, storage of test kits that are clear of debris and are within the temperature ranges of the rapid test kits used; appropriate storage for control kits; a counseling area that is separate from where the specimen is being processed; and that universal precaution measures and materials are in place.

C. After the initial site approval, a Site Assessment will be conducted at least annually."

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**SCHEDULE 4 REVISED**

**T.H.E. CLINIC, INC.**

**ROUTINE HIV TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS**

| | Budget Period September 30, 2013 Through December 31, 2013 |
|---|---|
| Personnel (Salaries and Employee Benefits) | $ |
| Operating Expenses | $ |
| Capital Expenditures | $ 0 |
| Other Costs | $ |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $25,000 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE 5**

**T.H.E. CLINIC, INC.**

**ROUTINE HIV TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS**

| | Budget Period<br>January 1, 2014<br>Through<br>December 31, 2014 |
|---|---|
| Personnel (Salaries and Employee Benefits) | $ |
| Operating Expenses | $ |
| Capital Expenditures | $ 0 |
| Other Costs | $ |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $40,000 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE 8**

**T.H.E. CLINIC, INC.**

**ROUTINE HIV TESTING IN NON-COUNTY OPERATED CLINICAL SETTINGS**

| | Budget Period January 1, 2015 Through December 31, 2015 |
|---|---|
| Personnel (Salaries and Employee Benefits) | $ |
| Operating Expenses | $ |
| Capital Expenditures | $ 0 |
| Other Costs | $ |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $40,000 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Contract No: PH-001577-1

# EXHIBIT E

## HUMAN IMMUNODEFICIENCY VIRUS (HIV) COUNSELING, TESTING, AND REFERRAL SERVICES AGREEMENT IN STOREFRONT

## TABLE OF CONTENTS

# EXHIBIT E

## T.H.E. CLINIC, INC.

## HUMAN IMMUNODEFICIENCY VIRUS (HIV) COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT AGREEMENT

1. DEFINITION: Storefront HIV counseling, testing, and referral services provide non-rapid and/or rapid HIV antibody testing, pre- and post-test counseling (if appropriate), and/or single-session counseling, and the provision of appropriate HIV risk reduction intervention based on client's risk assessment, and referrals to appropriate health and social services as needed by clients. Such services shall be provided through storefront non-clinic based community service providers."

2. PERSONS TO BE SERVED:

A. HIV counseling, testing, and referral services shall be provided to critical target populations as described in the *Los Angeles County HIV Prevention Plan 2009-2013*, who reside in Service Planning Area(s) (SPAs) 6, Supervisorial District(s) 2, and other areas within Los Angeles County (County), in accordance with Attachment 1 "Service Delivery Specifications", attached hereto and incorporated herein by reference, or in areas as directed by DHSP. The population served through the program must serve a client population where at least eighty-five percent (85%) of the clients are part of the critical target populations."

B. The Contractor will target the aforementioned critical target populations. The Los Angeles County HIV Prevention Planning Committee developed a hybrid model based on the recognition that risk for HIV does not occur in a vacuum and that behavioral risk is confounded by many co-factors such as poverty, lack of education, persistent stigma and discrimination, homophobia, transphobia, homelessness, and sexual violence among many others. The six (6) priority populations are HIV-positive individuals, men, women, youth (ages 12-24), transgenders, and people who share injection paraphernalias across all ethnicities (African-American, Latino, Asian Pacific Islander, White, Native Americans).

(1) HIV-positive individuals' critical target populations are gay men, non-gay identified men, transgenders, and women at risk of transmitting HIV.

(2) Men's critical populations are gay men and non-gay identified men who have sex with men/transgenders/multiple partners.

(3) Women's critical populations are women who have sex with partners of unknown HIV status/risk and/or live in highly impacted geographic areas/zip codes based on surveillance data (e.g., STD data, partners with a history of incarceration, etc.).

(4) Youth's critical populations are gay men, non-gay identified men who have sex with men/transgenders/multiple genders, transgenders, sex workers, and young women who have sex with partners

of unknown HIV status/risk and/or live in highly impacted areas/zip codes based on surveillance data.

(5) Transgender Individuals' critical populations include all individuals that identify as transgenders.

(6) People who share injection paraphernalia's critical populations include all individuals who share injection paraphernalia to inject drugs, hormones, vitamins, etc. Works include needles, syringes, cookers, cotton, etc.

3. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at: 3834 South Western Avenue, Los Angeles, California 90062 and other sites as approved by DHSP's Director or his designee(s).

Contractor shall submit in writing to DHSP's Director or designee all sites where services will be conducted at least thirty (30) days prior to commencing services. Contractor shall request approval from DHSP's Director or designee in writing a minimum of thirty (30) days prior to terminating services at such location(s) and/or prior to commencing such services at any other location(s). Contractor shall also submit in writing to DHSPs Director or designee any request to conduct HIV counseling, testing, and referral services at special locations or events at least thirty (30) days prior to the event. DHSP reserves the right to approve or deny all requests/sites and will make such decisions based on the appropriateness of the request.

4. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of January 1, 2014 through December 31, 2014, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Storefront Counseling, Testing, and Referral services shall not exceed Sixty Thousand Dollars ($60,000).

B. During the period of January 1, 2015 through December 31, 2015, that portion of County's maximum obligation which is allocated under this Exhibit for HIV Storefront Counseling, Testing, and Referral services shall not exceed Sixty Thousand Dollars ($60,000).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder on a cost reimbursement and pay for performance basis not to exceed the maximum as set forth in Schedules 6, 7, 9 , and 10, and as described in the Attachment. Contractor shall be reimbursed according to an DHSP approved model and reimbursement schedule.

B. Payment for services provided hereunder shall be subject to the provisions set forth in the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: All billings by Contractor shall be in accordance with the following provisions:

A. Third-Party Billing: Contractor shall be responsible for billing and collecting payment from all third-party payors, including reimbursable Medi-Cal and Family Pact items for all HIV-related counseling, testing, and referral services. Such billings shall be in a timely manner and in accordance with applicable regulations, requirements, procedures, and information requests necessary for processing and payment of claims. Contractor agrees that payment by third-party payors shall be considered payment in full, and shall not look to County for co-payments or deductibles. Additionally, Contractor shall not bill County for services or supplies which are reimbursable by another federal, State, or County grants or contracts.

7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide non-rapid or rapid HIV counseling and testing services to persons belonging to the target critical populations, in accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; County, DHSP guidelines, California Department of Public Health Office of AIDS (CDPH-OA) guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of DHSP shall notify Contractor of any revisions to DHSP policies and procedures, which shall become part of this Agreement. Risk assessment and disclosure counseling shall follow Los Angeles County guidelines for HIV Prevention Counseling as informed by the CDC and CDPH-OA. All counseling sessions shall take place in a private, face-to-face session in a closed room or area approved by DHSP. DHSP's goal for targeted testing is a 1.03% HIV positivity rate.

Contractor shall provide such services as described in Exhibit(s) E, E-1 and E-2, Scope(s) of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Provide confidential and/or anonymous testing upon specific request by client.

B. An intervention includes:

(1) Obtain informed consent;

(2) Complete DHSP testing forms

(3) An offer of a counseling session if client identifies as a member of a critical target population

(4) Counseling session, as needed;

(5) Collection of specimen;

(6) Disclosure of results;

(7) Referrals to appropriate services.

C. Obtain informed consent will include completion of consent forms, release of information forms, and a description of the following:

(1) The process related to each of the testing options, such as how the test is done, duration of the process, the timeframes for getting results, the meaning of test results including preliminary results or the approved rapid testing algorithm in the case of rapid HIV testing, and the reasons for repeat or confirmatory testing;

(2)Relevant information regarding the window period.

(3) The Certified HIV Counselor must clearly explain that the rapid HIV test only refers to obtaining results within a short time frame and not to the time between exposure and identification of infection. If a client has had a recent potential exposure (less than three (3) months) and their test is non-reactive, the client shall be counseled to re-test three (3) months from the potential exposure. If the client decides to have a rapid test, counselors will:

(a) Ensure that the client understands the meaning of test results, including that a reactive preliminary positive result requires confirmatory testing;

(b) Assess client's potential reaction to receiving a reactive rapid test;

(c) Ensure that the client completes a DHSP-approved consent form (for confidential testing) signed by the client and maintained in the client's file in accordance with the California Code of Regulations. The consent form shall also include a commitment by the client for the collection of a second and/or third specimen (serum or oral fluid) for individuals testing preliminary positive. In addition, all counselors shall be required to follow local guidelines and recommendations pertaining to HIV counseling and testing, HIV rapid testing, and phlebotomy (both venipuncture and finger stick). The Contractor shall fully collect client demographic

information using the designated reporting form as provided by DHSP. All information reported on the approved HIV Test Reporting Form(s) shall be voluntarily supplied by the client.

D. Conduct an HIV risk assessment that assists the client in identifying the specific risk behaviors that place them at risk for HIV/AIDS and/or to assist the counseling with determining if the client is a member of a critical target population.

E. Offer a counseling session to all clients who identify as being a member of a critical target populations

F. A counseling session must be client-centered and engage the client in a dialogue that encourages the disclosure of unique individual needs and concerns related to HIV risk and emphasizes personal options that limit or prevent transmission of HIV. The client-centered counseling session should accomplish the following:

(1) Improve the client's self-perception of risk;

(2) Support behavior change previously accomplished or attempted by the client;

(3) Negotiate a workable short-term and long-term risk reduction plan based on the client's perceived ability to change his or her behavior;

(4) Support informed decision-making about whether to be tested;

(5) Review the nexus between HIV and STD infections and between alcohol and drug use.

G. The Certified HIV Counselor shall ensure that a sufficient amount of testing specimen is collected to ensure that initial, repeat, and supplemental HIV tests may be performed. All specimens/samples shall be delivered and processed by a State-approved laboratory. Contractor may subcontract with an independent testing laboratory upon approval from DHSP.

H. The Certified HIV Counselor shall review the client's DHSP- Form prior to the disclosure session. The Certified HIV Counselor must personalize and frame the session to the client to establish a comfortable setting and describe the disclosure session steps prior to the disclosure event.

I. The Certified HIV Counselor shall disclose the results, interpret the test result and assess the client's emotional state, counseling needs, understanding of the test results, need to be re-tested based on the window period and the client's recent HIV risk behaviors. The Certified HIV Counselor shall assess the client's understanding of and commitment to risk reduction guidelines as well as the strength of social support and plans for and consequences of disclosure to others. Test results shall not be mailed, nor disclosed over the phone, nor given in the presence of other persons with the exceptions stipulated by California Health and Safety Codes 121010, 121015, 121020, 120975, 120980, and 120985. The following client-centered disclosure counseling session parameters are recommended based on reported client risk and test results:

(1) High-risk HIV-negative clients - a minimum of ten (10) minutes shall be spent in the disclosure counseling session;

(2) Clients testing HIV-positive - a minimum of forty-five (45) minutes shall be spent in the disclosure counseling session regardless of reported risk behavior.

(3) For clients testing HIV-positive, the following additional topics shall be covered and conducted in the disclosure session:

(a) Information regarding the past or future risk of HIV transmission to sexual and drug using partners, for women of childbearing age or their male partners, the risk of transmission to the fetus or newborn during pregnancy, during labor and delivery, and during the postpartum period;

(b) The active elicitation of past sexual and drug using partners and descriptive contact information and/or linkage to Los Angeles County Sexually Transmitted Disease Program for Partner Services (PS);

(c) A written assessment of the client's reaction to the positive test result to determine whether referral for psychosocial support services is needed.

(d) The benefits of treatment and an active referral to medical care.

J. The Certified HIV Counselor shall assess the need for referrals and provide specific written referrals with adequate linkages as appropriate. For the purposes of this Agreement, a linked referral is any referral that is facilitated by

the providers and confirmed as met by the referring agency. At a minimum, a linked referral must include: referral information provided in writing and verification regarding client's access to services. HIV counseling, testing, and referral services are provided free of charge and on a confidential or anonymous basis. At a minimum, referrals to the following services shall be provided based on client's needs and test results: HIV risk reduction, prevention for HIV-infected persons, partner elicitation or referral to partner counseling and referral services, sexually transmitted disease screening, tuberculosis screening, drug treatment, medical outpatient, and mental health services.

K. For HIV-positive clients, written referrals to a minimum of three (3) HIV medical care providers shall be provided and any other referrals appropriate to the immediate health and social needs of the client. The Contractor shall document all linked referrals and referral follow-up for each person served under this Agreement. The linked referral follow-up shall include, but not be limited to, the agency the person was referred to, any appointment(s) made, the client's failure to appear for said appointment, and no-show follow-up plan, if the confidential tested individual failed to show.

L. Linkage to HIV care: Linkage to care is connecting an HIV-positive client to medical care. For all clients who are identified as HIV-positive, Contractor shall complete a medical care referral within seventy-two (72) hours of diagnosis. Staff is expected to provide the client with a medical appointment, unless the client explicitly requests to do it his/her self. Staff shall ensure that the

patient attends the appointment and follow up with patient if referral was not completed.

M. Confirmatory Testing: All clients receiving a positive result on any rapid test (i.e. preliminary positive with one rapid test, or discordant test results with 2 rapid tests) should immediately have a specimen collected for a confirmatory HIV test. A blood draw will be done to collect the confirmatory specimen, and serum will be sent to the LAC Public Health Laboratory (PHL) for HIV-1 RNA testing. If circumstances exists that a serum specimen cannot be collected, an oral fluid specimen for Western Blot confirmatory testing should be sent to the LAC PHL.

N. Point Of Care Rapid Testing Algorithms For HIV Infection Diagnosis And Improved Linkage To Care: The Contractor will follow HIV testing algorithm outlined in the Contractor's HIV testing QA Plan. This includes implementing the Point of Care the Rapid Testing Algorithms (RTA) for HIV Infection Diagnosis and Improved Linkage to Care protocol described in Attachment I Revised. The goal is to advance current HIV testing algorithms and strategies to implement a same-day result rapid HIV testing algorithm intended to eliminate barriers for returning for confirmed test results and to further reduce the time between a confirmed positive HIV-diagnosis and linkage to medical care. The same-day result rapid HIV testing algorithm consists of the initial screening rapid test followed by a second confirmatory one; a third rapid test may be necessary as described in

Attachment I. All rapid testing algorithm activities must be approved by the Medical Director of DHSP or her/his designee.

O. Partner Services: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed, and the provision of appropriate HIV risk reduction interventions based on client's need. Such services shall be provided through clinics, health facilities, or non-clinic based community services providers.

(1) Services to be provided: During each term of this Agreement, trained program staff shall conduct the following:

(a) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to DHSP.

(b) Inform client of the importance and benefits of partner services.

(c) Inform client that representatives of the Public Health Department will contact them to follow up on diagnosis, partner elicitation and linkage to care.

(d) Link to HIV medical care within seventy-two (72) hours, and other care and prevention services, as necessary, at least eighty-five percent (85%) of diagnosed persons living with HIV.

(e) Program staff, who shall include, but not be limited to: Certified HIV Counselors; Partner Services counselors; Comprehensive Risk Counseling and Services staff; Health Educators; Case Managers; Disease Investigation Specialists (DIS) or Public Health Investigators (PHI), shall interview the index clients to begin the PS process. Prior to the interview or counseling session, the program staff shall review all available materials related to the index client's case. Program staff shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations throughout the pre-interview analysis.

8. STAFFING REQUIREMENTS:

A. The HIV counseling and testing and Partner Services shall be provided by individuals who are appropriately trained, qualified, who meet the guidelines set forth by the OAPP, CDPH-OA and the CDC, and are linguistically and culturally appropriate. The following job competencies are recommended for Certified HIV Counselors conducting HIV counseling and testing services:

| Basic<br>(Must be achieved within 6 months of hire) | Preferred<br>(In addition to Basic Competencies) |
|---|---|
| Be a Certified HIV Counselor | Certified in HIV Rapid Testing and Phlebotomist. |
| Excellent oral communication skills, ability to build rapport with clients (i.e. customer service skills, outreach, open ended questions) and talk openly about sex and sexual risk taking behaviors. | Two years experience working in HIV prevention services, working with HIV-positive individuals and/or have disclosed an HIV positive test result. |
| Basic Knowledge of STD's, HIV, Hepatitis and Tuberculoses transmission and treatment. | Trained in co-morbidities: HIV, STD's, Hepatitis and Tuberculoses transmission and treatment. |
| Knowledge of substance abuse issues and treatment, and related sexual risks. | Cross trained in drug and alcohol assessment/risk behaviors: harm reduction and risk reduction. |
| Knowledge of target population, inclusive of cultural competency and sensitivity, including that of persons living with HIV. | Extensive knowledge and experience working with t groups at risk for HIV, including, people who share injection equipment, Youth and the LGBT Community. |
| Understanding of confidentiality and (legal) consequences of failure to abide. | HIPPA certified and knowledge of informed consent. |
| High School Diploma and/or successful completion of GED. | Bachelor's degree or two years experience in a human services related field. |
| Basic computer skills, knowledge of word processing, data entry, and use of internet and internet research. | Experience with one or more of the following HCT data base programs: HIV 5-6, HIRS or ELI. |
| Ability to manage time efficiently, meet deadlines and adapt to fast pace environments. | Demonstrate ability to manage time efficiently, meet deadlines, multi-task and adapt to fast-paced environments. |
| Ability to research, identify and access community referrals. | Working knowledge of community services and resources. |
| Demonstrate proficient written-documentation skills: notes, written terminology, process, short/long term goals, follow-up, and referrals. | Experience in creating client services plan. Experience in data collection and reporting. |
| General understanding and awareness of professional boundaries. | Understanding of dual relationships with staff and clients, internal and external customers, and off site work environments. |
| Ability to demonstrate basic skills of risk behavior assessment. Motivate clients to modify HIV risk taking behaviors and substance use behaviors. | Understanding of the various effects of individual drugs, knowledge of substance related risk behaviors and corresponding treatment and services |
| Valid California Drivers License and proof of insurance and/or ability to access reliable transportation.(Applicable to program need) | Clean driving record, ability/experience in driving a Mobile Unit/RV and/or possess a class B driver's license.(Applicable to program need) |
| Bilingual/Multilingual speaking and understanding of multicultural issues.(Applicable to program need | Bilingual/Multilingual – Ability to speak and write proficiently.(Applicable to program need) |
| Organized, able to maintain client files, charts and test results. | Knowledge of current HIV treatment modalities. |
| Ability or experience in the disclosure of life altering conditions. | Experience in extensive methods of follow-up and linked access to services. |
| Knowledge of HIV prevention and care services and/or ability to research and identify accessible services. | Experience in conducting a psychosocial assessment and/or working individually with clients in a counseling capacity. |
| Knowledge of HIV case reporting. | Experience in HIV case reporting. |

B. Programs should obtain staff that has general computer skills that will allow them to input or transmit data into the data reporting system identified by DHSP.

C. Staff vacancies shall be advertised in a local newspaper and/or posted at facilities throughout Los Angeles County and/or through other methods where

persons with appropriate knowledge and competency can be identified. Individuals with a history of alcohol and/or drug abuse histories who are being considered for a counselor position shall have a minimum of two (2) years sobriety.

Director shall notify Contractor of any revision of these guidelines, which shall become part of this Agreement.

9. STAFF DEVELOPMENT AND TRAINING:

A. All staff conducting HIV counseling and testing must attend the DHSP/CDPH-OA approved HIV Counselor Certification. Counselors are required to successfully complete the following:

B. DHSP Basic I training: This is the first required component of this State of California-endorsed Los Angeles County HIV Counselor Certification training. This training will develop and practice strong client-centered counseling skills, learn how to help clients assess HIV risks and work with clients to develop realistic steps towards reducing HIV risk(s) and deliver preliminary and confirmatory HIV-positive results. HIV Counselors are also certified to read and interpret rapid HIV test results. An HIV Counselor shall conduct testing services upon successful completion of the Basic I training.

C. DHSP Basic II training: This is the second required component of the State of California-endorsed Los Angeles County HIV Counselor Certification training. It includes advanced counseling techniques, effective interventions, and discusses counseling challenges. The DHSP Basic II training is scheduled three

to six months after Basic I. Basic II is only for those HIV Counselors who have successfully completed Basic I. An HIV Counselor is fully certified once successful completion of Basic I and Basic II training is conducted.

D. Annual HIV Counselor Re-certification Training: Annual Re-certification training is required for each HIV Counselor to maintain a current HIV Counselor certification. Re-certification training shall include at least 16 hours of training per year. The required Re-certification trainings shall include DHSP approved HIV Counselor skills-building training that includes but is not limited to: Hepatitis A, B and C; STDs (including Chlamydia, gonorrhea and syphilis); substance abuse including crystal methamphetamine use; Partner Services training; advanced counseling skills. Re-certification trainings must be approved by DHSP Director or his designee

E. Competency Assessment Training (CAT) for rapid testing. CATs are required for Counselors that conduct rapid testing only and are conducted to ensure that the Certified HIV Counselor performs the rapid test accurately. Certified HIV Counselors that successfully pass the Basic I training are allowed to conduct HIV Rapid Testing only if observed by their Supervisor. The Supervisor must observe and document a minimum of five (5) negative results and all inconclusive or HIV positive results for their staff. CATs are conducted by DHSP designated staff, at various intervals that include, but are not limited to, an Initial CAT, scheduled within three months of the staff receiving Basic I certification; a six month-CAT, and annually thereafter. Contractors may conduct

their own CATs only if approved and certified by DHSP Director or his/her designee. Agency staff responsible for conducting CATS shall be re-certified annually or bi-annually.

F. Finger Stick Competency Training: For counselors already certified to read and interpret rapid HIV tests, this DHSP training will give the counselor the skills needed to collect finger stick blood specimens for the purpose of HIV rapid testing. Participants must have already been trained and certified in HIV rapid test procedures.

G. Phlebotomy Technician I certification: Counselors required to conduct venipuncture and skin punctures shall be required to successfully complete a Phlebotomy Technician I certification training as required by the California Code of Regulations for phlebotomy and the California Business and Professions Code Section 1240-1246.5.

H. Contractor must ensure that at least one Certified HIV Counselor per program attends the Partner Services training provided by DHSP and/or the State or CDC.

I. All staff providing direct services shall attend in-service training on substance abuse knowledge, substance user sensitivity, cultural approaches and substance use related issues, as directed by DHSP.

J. Contractor shall document training activities in the monthly report to DHSP. For the purpose of this Agreement, training documentation shall include,

but are not limited to: date, time and location of staff training; training topic(s), name of attendees and level of staff participation.

K. The Program Director or Coordinator shall be appropriately trained, knowledgeable and demonstrate a high level of competency with respect to HIV testing and counseling issues, STD and Hepatitis Screening, substance misuse, community referrals, educational services and general computer skills. The Program Director shall complete the DHSP's HIV Counselor Certification Training and/or comparable training as approved by DHSP."

10. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit:

A. Monthly Reports: Contractor shall submit a signed hard copy of the monthly report and, the Standard Client Level Reporting data for counseling and testing services no later than thirty (30) days after the end of each calendar month. Electronic reporting may also be required. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Other Reports: As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report.

Reports shall include all the required information and be completed in the designated format.

11. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but not be limited to: the dates of the HIV risk assessment session and the disclosure session; signed consent forms for confidential tests; test results; client interviews; progress notes documenting referrals provided; and a record of services provided by the various personnel in sufficient detail to permit an evaluation of services. The program records shall also include documentation of client demographic information and the statistical summary reports submitted monthly to DHSP. A current list of service providers for medical, psychosocial, and other referral resources shall be maintained. Contractor shall ensure data collection forms are properly handled following HIPPA regulations and are not sent through electronic mail or posted on the internet.

Contractor shall maintain additional program records as follows: a) letters of DHSP approval for all materials utilized by the program; b) documentation of staff job descriptions, resumes, and certificates and/or letters of completion of all trainings which include but are not limited to: HIV Counselor Certification Training (Basic I and II trainings), Annual Re-certification Training, Rapid Testing Training, Phlebotomy Certification, a Partner Services certification, data system training, as well as, select

STD and HIV training as needed or required; and c) documentation of an annual written evaluation of employee's performance and documentation that the completed evaluation has been discussed with employee. This annual evaluation shall include, but is not limited to documentation of written bi-annual observations of the counseling session, evaluation of counselor knowledge, skills and competence to provide HIV/AIDS counseling, testing and referral services.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of service(s) and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit B, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. DATA COLLECTION SYSTEM:

**Necessary Requirement of the Contractor**

A. The Contractor should utilize the web-based system identified by DHSP for data collection and generation of client-level data to submit to DHSP.

B. The Contractor should provide and maintain its own data collection hardware and software including a personal computer (PC), monitor, keyboard, mouse and document scanner with the following requirements:

(1) For personal computers (PCs) equipped with the Windows 7 operating system, a Virus and Spyware protection software has to be installed onto the hardware as well. If the personal computer (PC) is a laptop, additional PC encryption software is required.

(2) The document scanner has to be capable of generating a 300 dpi resolution image in TIF format.

C. DHSP will provide the Contractor with one license per user for the data collection and reporting software.

D. DHSP will provide support regarding the installation and maintenance of the data collection and reporting software:

(1) The Contractor should provide and maintain its internet connection. The minimum connection requirement should be a digital subscriber line (DSL).

(2) The Contractor will be responsible for protecting the data as described in the California Department of Public Health, Office of AIDS, HIV Counseling and Testing Guidelines and DHSP HIV Testing Guidelines, including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

(3) Personal computers (PCs) that are utilized to perform data entry on PHI data must be equipped with Privacy filter screens.

**Data System Support Assistance**

A. The contractor may seek assistance from DHSP Data Support for software installation, training, and troubleshooting, as well as strategies for data collection/reporting. The contractor may also seek DHSP Data Support assistance for internet connection to DHSP Data Center. DHSP Data Support will be available to assist the Contractor with matters regarding DHSP Data Center internet connection whether or not the connection is Client to LAN ***or*** LAN to LAN:

(1) DHSP Data Support will comply with the standards of DHSP's approved data collection and reporting protocols.

(2) DHSP Data Support will comply with L.A. County and PHIS security compliance and best practices.

B. Data forms or electronic data should be submitted to DHSP within seven (7) calendar days. All HIV-positive tester data should be submitted within two (2) calendar days.

C. Confirmatory testing and HIV Incidence data should be submitted within seven (7) calendar days of a patient/client's confirmatory HIV test from a "laboratory."

14. HIV NAMES REPORTING REQUIREMENTS:

A. Each provider shall within seven (7) calendar days of receipt of a patient's confirmed HIV test from a laboratory, report the confirmed HIV test to the local Health Officer of the jurisdiction where the health care provider facility is located. The report shall consist of a completed copy of the HIV/AIDS Case Report form, including the patient's full name.

B. HIV reporting to the local Health Officer, via submission of the HIV/AIDS Case Report, shall not supplant the reporting requirements when a patient's medical condition progresses from HIV infection to an Acquired Immunodeficiency Syndrome (AIDS) diagnosis.

C. A health care provider who receives notification from an out-of-state laboratory of confirmed HIV test for a California patient shall report the findings to the local Health Officer for the jurisdiction where the health care provider is located.

D. When a health care provider orders multiple HIV-related viral load tests for a patient, or receives multiple laboratory reports of a confirmed HIV test, the health care provider shall be required to submit only one (1) HIV/AIDS Case.

15. PARTNER SERVICES IMPLEMENTATION PLAN: Contractor shall submit a PS implementation plan for contracted services within ninety (90) days of the receipt of the fully executed Agreement. The PS implementation plan shall be consistent with DHSP guidance.

16. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit C.

B. Contractor shall obtain written approval from DHSP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to DHSP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers, social marketing materials), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, PowerPoint, drawings, or paintings).

17. SUB-CONTRACT AND CONSULTANT AGREEMENTS: Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, the Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by DHSP. Subcontract and consultant agreements shall be signed and dated by the

Contractor's Director, or his/her designee(s), prior to commencement of subcontracted and/or consultant services.

18. HIV/STD AND HEPATITIS INTEGRATION: If performing STD and Hepatitis services, STD and Hepatitis testing will be performed in accordance to Revised Attachments II, III, and IV.

19. HIV INCIDENCE SURVEILLANCE: The Contractor is required to complete the Testing History Questionnaire: Self Report Post Test with every client that tests HIV-positive.

20. ADDITIONAL REQUIREMENTS:

A. Contractor shall provide HIV Counseling and Testing services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits E, E-1 and E-2, Scopes of Work, attached hereto and incorporated herein by reference.

B. Failure of Contractor to abide by this requirement may result in the suspension or immediate termination of this Agreement at the Director's sole discretion.

21. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor’s staff and recipients of services from Contractor. Situations to be addressed in the plan shall include

emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information of all program staff.

22. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to Los Angeles County Department of Public Health, Division of HIV and STD Programs, Prevention Services Division.

23. PEOPLE WITH HIV/AIDS BILLS OF RIGHTS AND RESPONSIBILTIES: Contractor shall adhere to all provisions within Exhibit D, "People with HIV/AIDS Bill of Rights and Responsibilities" (hereafter "Bill of Rights") document aforementioned agreement and incorporated herein by reference, as applicable. Contractor shall post this document and/or Contractor-specific higher standard at all provider sites, disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard. If Contractor chooses to adapt this Bill of Rights

document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

24. CULTURAL COMPETENCY: Program staff should display nonjudgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

25. PAY FOR PERFORMANCE: Detailed services which the Contractor shall provide under this Agreement are described in the Pay for Performance Attachment V. Contractor shall perform, complete and deliver on time, all tasks, deliverables, and services as set forth in the Exhibits. For full performance of services described in Attachment V, County shall reimburse the Contractor for services rendered in accordance with the rates shown in the attached Pay for Performance in a manner consistent with the terms and obligations as defined and outlined in this Agreement.

**Attachment 1**

## SERVICE DELIVERY SPECIFICATIONS

## HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT

## TARGET POPULATIONS:

| SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA) | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| SPA 1 | SPA 2 | SPA 3 | SPA 4 | SPA 5 | SPA 6 | SPA 7 | SPA 8 | TOTAL |
| **0%** | **0 %** | **0 %** | **0 %** | **0 %** | **100 %** | **0 %** | **0 %** | **100%** |

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2008 as reported in the Los Angeles County HIV Prevention Plan. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

| SERVICE DELIVERY SPECIFICATION BY ETHNICITY | | | | | |
|---|---|---|---|---|---|
| African-American | Asian and Pacific Islander | Latino | White | American Indian | TOTAL |
| **31%** | **7%** | **45%** | **15%** | **2%** | **100%** |

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2008 as reported in the Los Angeles County HIV Prevention Plan. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

**SCHEDULE 6**

**T.H.E. Clinic, Inc.**

**HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT**

| | Budget Period January 1, 2014 through December 31, 2014 |
|---|---|
| Salaries | $ 0 |
| Employee Benefits | $ 0 |
| Total Employee Salaries and Benefits | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $ 36,000 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE 7**

**PAY FOR PERFORMANCE**

**T.H.E. Clinic Inc.**

**HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT**

Budget Period
January 1, 2014
through
December 31, 2014

| | |
|---|---|
| Maximum Pay For-Performance Obligation | $ 24,000 |

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE 9**

**T.H.E. Clinic, Inc.**

**HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT**

| | Budget Period January 1, 2015 through December 31, 2015 |
|---|---|
| Salaries | $ 0 |
| Employee Benefits | $ 0 |
| Total Employee Salaries and Benefits | $ 0 |
| Operating Expenses | $ 0 |
| Capital Expenditures | $ 0 |
| Other Costs | $ 0 |
| Indirect Cost* | $ 0 |
| TOTAL PROGRAM BUDGET | $ 36,000 |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**SCHEDULE 10**

**PAY FOR PERFORMANCE**
**T.H.E. Clinic Inc.**

**HIV COUNSELING, TESTING, AND REFERRAL SERVICES IN STOREFRONT**

| | Budget Period<br>January 1, 2015<br>Through<br>December 31, 2015 |
|---|---|
| Maximum Pay For-Performance Obligation | $ 24,000 |

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**Recommendations for Two-test HIV Rapid Testing Algorithms**

**Figure 1. Two-test HIV rapid test algorithm with a Oral screening test**

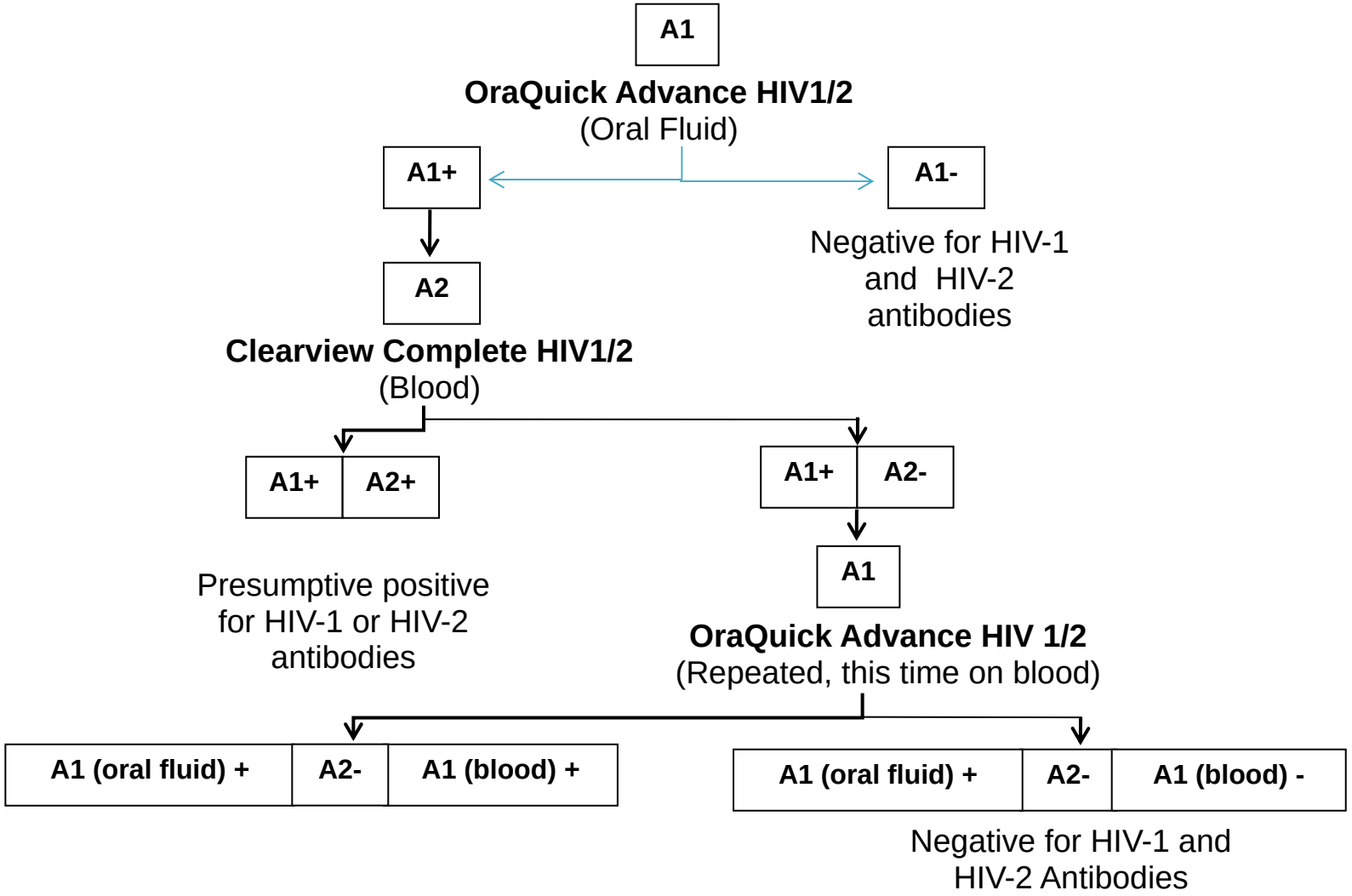
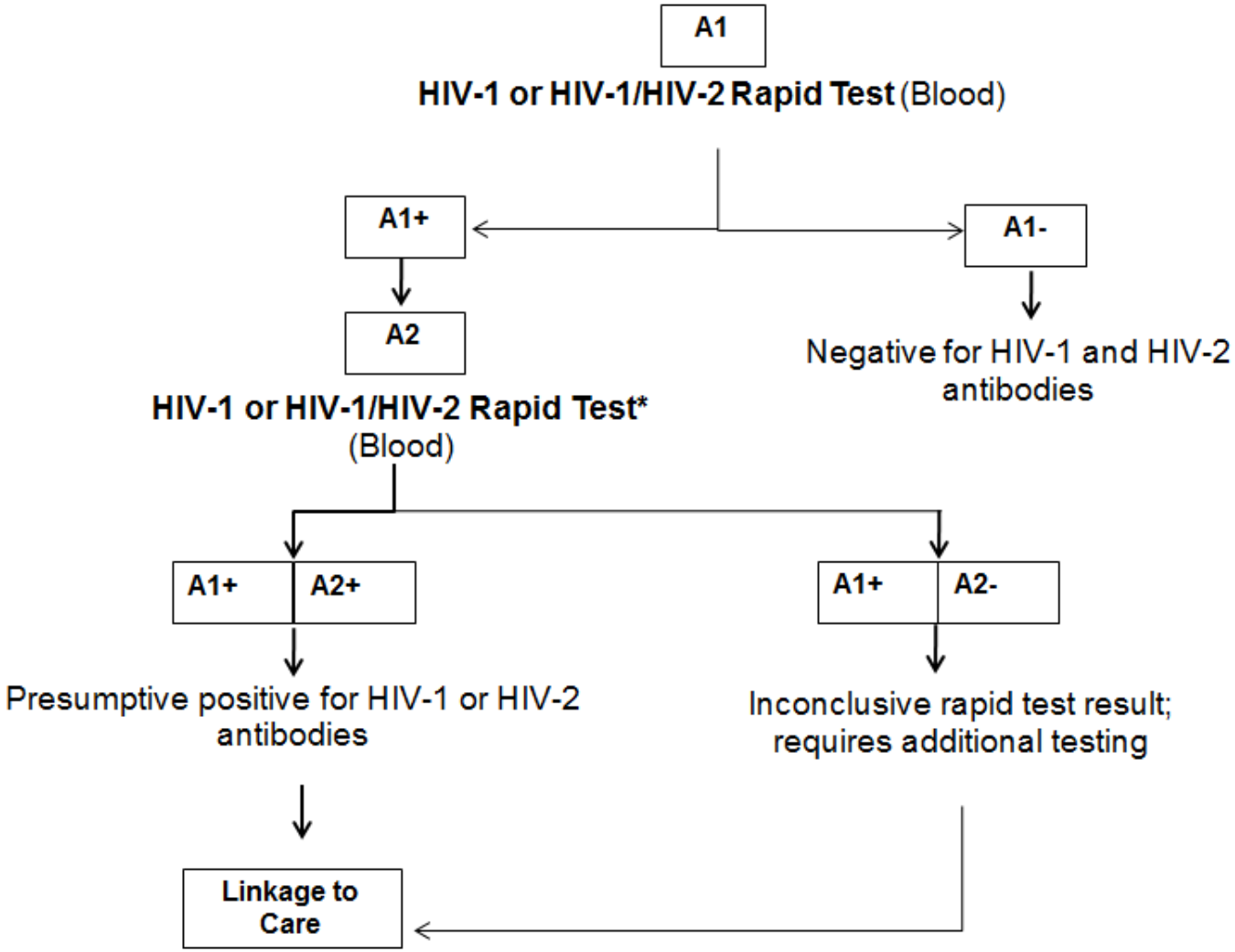


**Figure 2. Two-test HIV rapid test algorithm with an oral specimen screening test**



**Revised Attachment II**

# STD and Hepatitis Guidelines

**Table 1: Interpretation and Management of STD and Hepatitis Screening Test Results**

**For when to use each test, see 'STD and Hepatitis Screening Recommendations' table**

| DISEASE | SCREENING TESTS | INTERPRETATION | | RECOMMENDATIONS |
|---|---|---|---|---|
| | | **Negative** | **Positive** | |
| **Syphilis** | Non Treponemal Test<br>• RPR<br><br>If reactive, lab will perform a confirmatory (Treponemal) test<br>• TPPA | No Infection unless early syphilis is suspected (see footnote*) | Syphilis, or<br><br>Old treated syphilis, or<br><br>False positive result | If RPR and confirmatory test positive:<br>Refer for further evaluation and possible treatment and management of partner(s) if indicated.<br><br>If RPR positive and TPPA negative, refer for further assessment |
| **Gonorrhea** | Nucleic Acid Amplification Tests (NAAT)<br>• Urine or self-collected vaginal swab (preferred in women)<br>• Rectal**<br>• Pharyngeal** | No infection | Infection*** | If NAAT positive***:<br>Refer for treatment of client and management of partner(s)<br><br>Retest for repeat infection at 3 months after treatment or anytime the client returns within 1-12 months |
| **Chlamydia** | Nucleic Acid Amplification Tests (NAAT)<br>• Urine or self-collected vaginal swab (preferred in women)<br>• Rectal ** | | | |
| **Trichomonas** | Nucleic Acid Amplification Tests (NAAT)<br>• Female urine or self-collected vaginal swab (preferred) | | | |
| **Hepatitis B** | Hep B surface antigen (HBsAg) | No acute or chronic hepatitis B infection, unless exposed in last 10 weeks (see footnote****) | Acute or chronic hepatitis B infection<br><br>Possible false positive result (if confirmatory test not done or recent hep B vaccine given) | If HBsAg positive:<br>Refer for further evaluation of client and, if confirmed, screening and vaccination of household and sexual partners. |

| | | | | |
|---|---|---|---|---|
| **Hepatitis C** | Hep C antibody (Hep C Ab) | No infection unless exposed in last 6 months | Past or present infection<br><br>Possible false positive result | If Hep C Ab positive: Refer for further evaluation |

* Prozone phenomenon: when the screening test result is very high, the test may read falsely negative. If syphilis infection is suspected; refer for further evaluation and treatment

**Pharyngeal and rectal NAATs are not FDA approved so should only be sent to laboratories that have performed the necessary validation. The LAC PHL has validated gonorrhea and chlamydia testing of rectal specimens and gonorrhea testing of throat specimens.

*** There is a possibility of a false positive result, especially in low risk individuals. Refer for further evaluation in such cases.

**** This result cannot show if client has been infected in the past and recovered or if never infected and therefore susceptible to infection in future

## Revised Attachment III

**Table 2: Interpretation of serologic test results for Hepatitis B virus infection**

**Note: HBSAb testing is only indicated for pre-vaccine screening in settings where hepatitis vaccine is available.**

| HBsAg | HBsAb | Interpretation |
|---|---|---|
| - | - | *Susceptible |
| + | - | **Either acute or chronic infection |
| - | + | Past infection or vaccination (***immune) |

* Susceptible: can get infected with Hepatitis B, REFER for Hepatitis B vaccination
** REFER for further evaluation and treatment
*** Immune: means that they are protected from acquiring hepatitis B infection and do not need Hepatitis B vaccine at this time

## Revised Attachment IV

**Table 3: STD and Hepatitis Screening Recommendations**

**Consider screening clients not listed below if they are at risk**

**Consider screening those at increased risk more frequently**

| DISEASE | SCREENING TESTS |
|---|---|
| **Syphilis** | **Men who have sex with men (MSM)**<br>• Screen annually<br><br>**Transgender individuals**<br>• Screen as appropriate according to risk behavior |
| **Gonorrhea / Chlamydia** | **Females <25 years of age**<br>• Screen annually<br>• 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection<br><br>**Females >25 years of age** - screen if risk factors e.g.<br>• History of chlamydia or gonorrhea infection, particularly in past 24 months<br>• More than one sex partner in past year<br>• Suspects recent partner may have had concurrent partners<br>• New sex partner in past 3 months<br>• Exchanged sex for drugs/money in past year<br>• African American women up to age 30<br>• High local community prevalence of infection<br>• 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection<br><br>**Heterosexual men** - screen according to risk e.g.<br>• Screen for chlamydia if had chlamydia in past 24 months<br>• 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection<br><br>**Men who have sex with men (MSM)**<br>• Screen annually for<br>o Chlamydia: urine, and rectal if exposed<br>o Gonorrhea: urine, and rectal and/or throat if exposed<br>• 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection<br><br>**Transgender individuals**<br>• Screen as appropriate according to risk behavior<br>• 3 months (or anytime they return 1-12 months) after treatment for chlamydia or gonorrhea infection |

| | |
|---|---|
| **Trichomononas** (females only) | **Consider screening females if high risk** e.g.<br>• History of STD<br>• New or multiple sex partners,<br>• Exchanged sex for drugs/money in past year<br>• IDU<br>• 3 months (or anytime they return 1-12 months) after treatment for trichomonas infection |
| **Hepatitis B** | **IDU**<br>• Screen<br><br>**MSM**<br>• Screen at least once<br><br>**Sex or household contact of person with acute or chronic hepatitis B**<br>• Screen (also refer for hep B vaccination) |
| **Hepatitis C** | **IDU** (even once)<br>• Screen |

Pregnant women should be screened for CT, GC, syphilis, HIV and hepatitis B as part of routine prenatal care. Refer if not in care.

All individuals infected with HIV should be screened for CT, GC, trichomonas, syphilis, HSV-2, HIV, hep B and hep C, including rectal and throat screening if indicated. Refer if not in care for HIV care and STD screening

Reference (except for trichomonas): adapted from the **California Sexually Transmitted Disease (STD) Screening Recommendations 2010** http://www.cdph.ca.gov/pubsforms/Guidelines/Documents/CA-STD-Screening-Recommendations.pdf which are based on guidelines for STD screening from the Centers for Disease Control and Prevention, U.S.Preventive Services Task Force, Infectious Disease Society of America, Region IX Infertility Prevention Project, and the California STD Control Branch. In populations for whom no recommendations exist, screening should be based on risk factors, local epidemiology and prevalence of specific STDs in the particular clinical setting.
Reference for trichomonas guidelines: **CDC STD treatment guidelines 2010** http://www.cdc.gov/std/treatment/2010/toc.htm

## Revised Attachment V

### PAY FOR PERFORMANCE GUIDELINES

Payment for services provided shall be subject to the Pay for Performance provisions described below.

Providers will qualify for additional reimbursement incentives if performance on each of the performance measurements – number of HIV tests, new HIV positivity rate, linkage to care, and partner services – meets or exceeds the pre-established threshold for compliance as indicated in the chart.

The performance measures are based on the National HIV/AIDS Strategy goals and a measurement period from January 2010 through December 2012.

Providers will receive additional reimbursement to their Base budget (cost reimbursement) from the Pay for Performance budget. The Pay for Performance budget will be submitted by providers and paid, as applicable, quarterly.

The performance measure, payment schedule, and threshold for compliance are as follows:

| Performance Measure Name | Performance Measure* | Rate of Reimbursement – Percent of PFP Budget | Threshold for Compliance |
|---|---|---|---|
| Number of HIV Tests | # of Tests indicated in Scope of Work | 20% | 85% |
| New HIV Positivity Rate | 1.03% | 50% | Must meet measure |
| Documented Linkage to Medical Care for HIV positive testers | 85% | 15% | Must meet measure |
| | 75% | 12% | Must meet measure |
| | 70% | 10% | Must meet measure |
| Partner Services - Referring Index Case and any Partner Information to the Department of Public Health | 100% of new HIV Positive Testers | 15% | Must meet measure |

*Performance Measures and rates of reimbursement may change, as determined by the Division of HIV and STD Programs (DHSP).

Data for the performance measures will be verified by DHSP's data management system. It is the provider's responsibility to ensure that all data is accurate and submitted to DHSP in a timely manner to ensure accurate analysis.

**Base Budget (Cost Reimbursement) and Pay for Performance Budget**

Each HIV testing program's Budget is comprised of two (2) budgets- a Base Budget (Cost Reimbursement) and a Pay for Performance Budget. The combination of the two (2) budgets comprises the total program budget, or maximum obligation. The Pay for Performance Budget comprises 40% of the total program budget.

DHSP reserves the right to adjust reimbursement if data verification activities result in changes in the submitted performance measure.